

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1 REQUISITION NO. PAGE 1 OF 48

2 CONTRACT NO. VA263-14-D-0010
3 AWARD/EFFECTIVE DATE 11/01/2012
4 ORDER NO.
5 SOLICITATION NUMBER VA263-14-R-0313
6 SOLICITATION ISSUE DATE

7 FOR SOLICITATION INFORMATION CALL: a NAME Scott E. Hendrix
b TELEPHONE NO. (No Collect Calls) 612-344-2146
8 OFFER DUE DATE/LOCAL TIME

9 ISSUED BY Department of Veterans Affairs
NCO 23 - Minneapolis
708 S. Third St., Suite 200E
Attention: Scott E. Hendrix
Minneapolis MN 55415
CODE
10. THIS ACQUISITION IS ☒ UNRESTRICTED OR ☐ SET ASIDE % FOR.
☐ SMALL BUSINESS ☐ WOMEN-OWNED SMALL BUSINESS
☐ HUBZONE SMALL BUSINESS ☐ (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS ☐ EDWOSB NAICS 621492
SIZE STANDARD. \$35.5 Million
☐ 8(A) Y

11 DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
☐ SEE SCHEDULE
12 DISCOUNT TERMS
13a THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)
13b RATING N/A
14 METHOD OF SOLICITATION ☐ RFQ ☐ IFB ☒ RFP

15 DELIVER TO Department of Veterans Affairs
Sioux Falls VA Health Care System
2501 W. 22nd Street
Sioux Falls SD 57117
CODE
16 ADMINISTERED BY Department of Veterans Affairs
NCO 23 - Minneapolis
Attention: Scott E. Hendrix
708 S. Third St., Suite 200E
Minneapolis MN 55415
CODE

17a CONTRACTOR/OFFEROR CODE FACILITY CODE
SANFORD HEALTH
1305 W 18TH ST
SIOUX FALLS SD 571050401
TELEPHONE NO DUNS: 072918303 DUNS+4
18a PAYMENT WILL BE MADE BY CODE Y
Department of Veterans Affairs
Financial Services Center
PO Box 149971
Austin TX 78714-9971
PHONE: FAX:

☐ 17b CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER
18b SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED
☐ SEE ADDENDUM

19 ITEM NO	20 SCHEDULE OF SUPPLIES/SERVICES	21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
	Off-site Chronic Hemodialysis services for the Sioux Falls VA Health Care System. Period of Performance: November 1, 2013 through January 31, 2014 with a three (3) month option period.				
(Use Reverse and/or Attach Additional Sheets as Necessary)					

25 ACCOUNTING AND APPROPRIATION DATA
26 TOTAL AWARD AMOUNT (For Govt. Use Only)
\$0.00

27a SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED
27b CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED
28 CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED
29 AWARD OF CONTRACT: REF. OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS

30a SIGNATURE OF OFFEROR/CONTRACTOR Ryan B. H. Director of Corporate Contracting
30b NAME AND TITLE OF SIGNER (TYPE OR PRINT) Ryan B. H. Director of Corporate Contracting
30c DATE SIGNED 10/31/13
31a UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) Scott E. Hendrix
31b NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Scott E. Hendrix
V2313L3-2706
31c DATE SIGNED 10/31/2013

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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION

CONTRACT ADMINISTRATION DATA

Contracting Officer's Representative (COR) is James Stainbrook at 605-336-3230 x7185. Contracting Officer is Scott E. Hendrix at 612-344-2146.

CENTRAL CONTRACTOR REGISTRATION IS REQUIRED TO BE ACCOMPLISHED BY THE CONTRACTOR BEFORE CONTRACT AWARD.
www.ccr.gov (SEE FAR PART 12)

1. CONTRACT ADMINISTRATION DATA

a. **CONTRACT ADMINISTRATION:** List below responsible party that may be contacted during the term of this contract for matters pertaining to the contract:

Contractor Name:	Sanford Health – ATTN: Ryan Bohy
Title:	Director of Corporate Contracting
Address:	900 W. Delaware St. Suite 500 Sioux Falls, SD 57104
Telephone:	605-312-7602
Facsimile:	605-312-7601
E-mail:	ryan.bohy@sanfordhealth.org
Federal Taxpayer Identification Number	46-0227855
Dun and Bradstreet Number	072918303

b. Government: **Contracting Officer**
Network Contracting Office 23
708 South Third Street, Suite 200E
Minneapolis, MN 55415
Phone 612-344-2146
Fax 612-333-3667

2. **CONTRACTOR REMITTANCE ADDRESS:** All payments by the Government to the contractor should be mailed to the following address:

Sanford Health
PO Box 5074
Sioux Falls, SD 57117-5074

3. **BILLING FOR SERVICES:** Contractors must provide a monthly invoice for their services within 30 days of the end of each month to:

Original Invoice faxed to:
Department of Veterans Affairs, Financial Services Center,
Austin, Texas
Fax No. 512-460-5540

Mail or email copy of invoice to:
VAMC Sioux Falls
Attn: James Stainbrook, AO Primary Care

2501 W 22nd Street
Sioux Falls, SD 57105
Email: james.stainbrook@va.gov

4. **ACKNOWLEDGMENT OF AMENDMENTS:** The offeror acknowledges receipt of amendments to the Solicitation numbered and dated as follows:

AMENDMENT NUMBER

DATE

5. **INVOICE SUBMISSION AND PAYMENT:** Successful contractor will be required to furnish itemized invoice listing each procedure individually by patient and date. This invoice will be submitted as of the last day of each month. Invoicing documentation must be HCFA (Health Care Financing Administration) compliant for billing purposes or payment will not be made. Documentation in the medical record must support the code. Payment to contractor will be made within 30 days of certified invoice.

In addition to the requirements in Section C.1, 52.212-4(g) invoices must include the following: information:

National Provider Identifier (NPI)

Patients name and Social Security Number

Date of treatment/service

Nephrology services and others as defined in Section 11.2 as exceptions are not included under this contract; services rendered will be paid outside of this contract by other means i.e. fee.

Invoices must conform to currently utilized Medicare billing requirements.

Valid claim submissions are:

HIPAA compliant EDI transaction sets (preferred method), or

Completed CMS1450 (UB92/UB04) or CMS 1500 forms, depending on the type of care provided.

References:

VHA Directive 2006-039

http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=1441

VHA Directive 2007-010

http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=1540

For VA policy on submitting EDI claims see:

http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=1441

For any paper claims submissions, the claim must contain completed standard billing CMS1450 or CMS 1500.

Payment on contracts for renal dialysis services must be in accordance with Title 42 CFR 415.175.

The VA shall not be charged for patients who do not show up for scheduled appointments or treatments. If the Contractor receives notice of any additional charge, the Contractor must fully cooperate with the applicable VA Medical Center to investigate such allegations, and will promptly refund any payment deemed improper by the applicable medical center to the party who made the payment.

6. INSPECTION: The right is reserved to thoroughly inspect and investigate the establishment, facilities, business reputation and other qualifications of any bidder and to reject any bid, irrespective of price, that shall be administratively determined lacking in any of the essentials necessary to assure acceptable standards of performance.

7. CONFORMITY TO REGULATIONS: The Contractor and his/her operators shall conform to all regulations, Federal, State, and local, governing the performance of contracted services.

8. TERM OF CONTRACT: The contract period is effective November 1, 2013 through January 31, 2014 plus one (1) three-month option period. There is also an option in the contract to extend the contract an additional six months if necessary.

9. AVAILABILITY OF FUNDS: The contract is subject to the availability of VA funds. The contractor shall perform no service after the end of the Fiscal Year (September 30) or at the end of the current base (September 30), until the contracting officer authorizes such services in writing.

10. OIG Statement: VA Contracting entities have an affirmative duty to check the program exclusion status <http://oig.hhs.gov/fraud/exclusions.asp> of individuals and entities prior to entering into employment or contractual relationships, or run the risk of civil money penalties (CMP) liability if they fail to do so. The Contracting Officer will submit a signed annual report to the VA NWIHC Compliance Officer, certifying each individual or entity under this contract has been checked against the OIG List of Excluded Individuals/Entities and found no individual or entity had been excluded from participation in Medicare, Medicaid and other Federal health care programs. This report will be submitted prior to the start of the contract and each option year renewal thereafter.

11. HIPAA COMPLIANCE: Contractor must adhere to the Provisions of Public Law 104-191, Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the National Standards to Protect the Privacy and Security of Protected Health Information (PHI). In addition, all VA security policies and applicable confidentiality statutes such as 38 U.S.C. 5701 (VA Claims Confidentiality), 38 U.S.C. 5705 (Confidentiality of Healthcare Quality Assurance Review Records), 38 U.S.C. 7332 (Confidentiality of certain medical records), as well as 45 C.F.R. Parts 160,162 and 164 (Health Insurance Portability and Accountability Act) should be followed.

12. MEDICAL RECORDS: Patient medical records are confidential and are protected by the Privacy Act of 1974, 5 U.S.C. 552a; VA Claims Confidentiality Statute, 38 U.S.C. 3301 and Drug/Alcohol Abuse Confidentiality Statute, 38 U.S.C. 4132 [Authority: Drug/Alcohol Regs. 42 C.F.R. 2.11(p)(2)]. Any breach of confidentiality and/or unauthorized release of information is subject to monetary penalty. Any individual making unauthorized disclosures may be criminally liable for violations of the Act.

13. The National provider identifier (NPI) is a standard, unique 10-digit numeric identifier required by HIPAA. The Veterans Health Administration must use NPIs in all HIPAA-standard electronic transactions for individual (health care practitioners) and organizational entities (medical centers). The contractor shall ensure that the health care practitioners and/or medical center providing service under the contract obtains a NPI and provides it to the contracting officer.

DEFINITIONS/ACRONYMS: The following terms, when used in this contract, will be construed and/or interpreted as follows:

1. BBP: Blood borne Pathogens
2. CAPD: Continuous Ambulatory Peritoneal Dialysis. A manual form of peritoneal dialysis, with no machine
3. CBOC: Community Based Outpatient Clinic
4. CCPD –Continuous Cycling Peritoneal Dialysis, also known as Automated Peritoneal Dialysis, a form of peritoneal dialysis using a cycler at night.
5. CMS: Centers for Medicare and Medicaid Services
6. Contracting Officer (CO): A person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings
7. COR: (Contracting Officer's Representative) A person who takes necessary action to insure the Contractor performs in accordance with and adheres to the specifications contained in the contract, and to protect the interest of the Government. Any indication of non-compliance shall be promptly reported to the Contracting Officer so that appropriate action can be taken.
8. Covered Services: The term, "covered services," means those specific services as listed in the contract or for which the VA has provided prior written agreement to pay the Contractor.
9. CPT: (Current Procedural Terminology) A coding system developed by the American Medical Association and a listing of descriptive terms and identifying codes for reporting medical services and procedures performed by physicians. The

purpose of the terminology is to provide a uniform language that will accurately describe medical, surgical, and diagnostic services, and will thereby provide an effective means for reliable nationwide communication among physicians, patients, and third parties.

- 10. CQI:** Continuous Quality Improvement
- 11. EOC:** Environment of Care
- 12. EPRP:** External Peer Review Program
- 13. ESRD:** End Stage Renal Disease
- 14. FAR:** Federal Acquisition Regulation
- 15. OSHA :** Occupational Safety and Health Administration
- 16. PIR:** Patient Incident Reporting
- 17. PPD:** Mantoux Tuberculin Skin Test
- 18. QA:** Quality Assurance
- 19. QI:** Quality Improvement
- 20. USC:** United States Code
- 21. Emergent Need:** Medical care needed within twenty-four (24) hours or less.
- 22. Service Location:** Any location at which a patient obtains any healthcare service covered by the contractor pursuant to the terms of this contract.
- 23. Subcontract:** A contract entered into by the contractor with any other organization or person who agrees to perform any administrative function or service for the contractor specifically related to securing or fulfilling the contractor's obligations to VA under the terms of this contract, (e.g., claims processing, marketing) when the intent of such a contract is to delegate the responsibility for any major service or group of services required by the VA/contractor contract.
- 24. Subcontractor:** Any organization or person(s) who provides any function or service for the contractor specifically related to securing or fulfilling the contractor's obligations to VA under the terms of this contract.
- 25. Third Party:** Any entity or funding source, other than the enrolled patient or his/her responsible party, which is, or may be, liable to pay for all or part of the cost of medical care of the patient.
- 26. VAMC:** Veterans Affairs Medical Center
- 27. VA:** Department of Veteran's Affairs
- 28. VHA:** Veterans Health Administration
- 29. VISN:** Veterans Integrated Service Network
- 30. VISN CBDP:** Veterans Integrated Service Network Community Based Dialysis Program
- 31. VISTA:** Veterans Health Information Systems & Technology Architecture (Formerly known as DHCP)

END OF CONTRACT ADMINISTRATION DATA

B.2 SCHEDULE OF SERVICES

THE SCHEDULE OF SERVICES

Contractor shall provide community dialysis services for eligible beneficiaries as referred by the VA Medical Center in Sioux Falls, SD. The Contract will be effective for a base period of three (3) months with the Government having the option to renew the contract for a three (3) month option period.

Chronic Hemodialysis Services to be provided at CONTRACTOR owned facility (facility ownership exempt in community nursing home setting). Contract prices as negotiated herein shall be honored at all CONTRACTOR owned chronic hemodialysis facilities. The Physician's Current Procedural Terminology (CPT) listing and coding shall be used to identify the procedures and services performed.

All inclusive Rate:

Contractors will be reimbursed a single fixed fee/per treatment all inclusive billing rate. Exceptions to the per treatment rate include: professional nephrologists' services- this is billed on separate line item in schedule of items, and those items listed in CLINS 0013 thru 0016 and CLINS 1013 thru 1016. Items not included in per treatment rates outlined below are: Preauthorized non-routine drugs, preauthorized medically necessary laboratory testing, and blood transfusion products and services. These exceptions are reimbursed at the current Medicare rate as of the date of service and are not included under this contract; services rendered will be paid outside of this contract by other means i.e. fee. Contractor is required to maintain medical justification in the VA beneficiary's community dialysis medical record for the separate billings of those services not included in the per treatment rate excluding nephrologists' billings. Contractor is required to submit medical justification (fax, mail) along with the required medical claim information for issuance of payment.

Comprehensive, all inclusive, "Per Treatment Pricing"- the Contractor will bill each episode of care on a "per treatment price" basis which is an all-inclusive rate to include all equipment, facility, nursing, technical personnel, professional services (social work, dietary, etc), supplies, lab tests, and drugs that are necessary to furnish dialysis treatment in an outpatient setting. The need for any additional services must be documented by the Contractor in the patient's medical record and be reflected in the billed ICD9-CM diagnosis code. The Contractor will not be reimbursed for any test or medical services that are not identified in this contract without prior authorization by designated VA personnel. Contractor must follow current Medicare guidelines for treatment. If Medicare changes their guidelines for treatment as well as additional services, the Contractor will adopt and implement such guidelines.

Routine Items included in the comprehensive per treatment pricing – The Contractor will not be reimbursed separately for the following routine items that will instead be included in the contracted comprehensive "per treatment price":

- Medically necessary dialysis equipment
- Facility use
- Assurance that a board certified/eligible Medical Director is available and responsible for the delivery of patient care and outcome in the facility. The Medical Director will ensure that all policies and procedures relative to patient admissions, patient care, infection control and safety are adhered to by all individuals treating patients in the contractor's facilities to include attending physicians and non-physician providers. The Medical Director will ensure that attending physicians provide oversight of all aspects of dialysis care to include dialysis treatments, ordering and review of monthly and "as needed" lab work, a minimum of one face to face VA patient visit per month and adjustment of medications as appropriate. Non-dialysis management and patient care will be directed back to the VA Nephrologists' and/or VA Primary care physician as appropriate
- Home dialysis support services including the delivery, installation, maintenance, repair and testing of home dialysis and support equipment
- Comprehensive interdisciplinary dialysis care to include renal dietitians, social workers, psychologists, podiatrists, etc. as recommended in 42 CFR, Parts 405, 410, 413, et al Conditions for Coverage for End Stage Renal Disease Facilities; Final Rule April 15, 2008
- Purchase and delivery of all necessary dialysis supplies
- ESRD related laboratory tests (see specific list that follows in 14.6) Medicare certified Laboratories must be utilized.
- All dialysis services furnished by the facility's staff
- Declotting of catheters and any supplies used
- Flushing of catheters and any supplies used

- Oxygen and its administration.
- Staff time used to collect specimens for all laboratory tests
- All dialysates, artificial dialyzers, water, bloodlines, saline and other supplies
- Cardiac monitoring
- Vital sign monitoring, facilitation of ancillary testing, etc.
- Dressing changes and suture removal
- Crash cart usage for cardiac arrest
- Bandages, syringes, hypodermic needles, gloves, gauze pads, surgical masks, etc.
- Drugs

ALL OTHER ITEMS REQUIRE PRE-AUTHORIZATION FROM THE REFERRING VA POC.

Routine Drugs included in the “per treatment” price – The Contractor will not bill separately for parenteral items used in the dialysis procedure as they are covered under the per treatment price. Drugs that are used as a substitute for any of these items, or are used to accomplish the same effect, are also covered under the per treatment price.

The following drugs are considered included in the PER TREATMENT RATE:

- Local anesthetics
- Antiarrhythmics
- Antihypertensives
- Mannitol
- Antibiotics (Home treatment by a patient to treat an infection of the catheter site or peritonitis associated with peritoneal dialysis)
- Glucose
- Heparin
- Heparin antidotes
- Saline
- Dextrose
- Vitamin D analogues (Calcijex, Hectoral, Zemplar)
- Albumin
- Erythropoietin Stimulating Agents (ESA) Epogen, Darbopoietin, Procrit, Aranesp
- Intravenous iron products (Infed, Dexferrum, Ferrlecit, Venofer)
- Hepatitis B vaccine
- Influenza vaccine
- Pneumococcal vaccine

Non-routine or infrequently utilized drugs included in the per treatment price - The Contractor may not bill separately for the following parenteral items that are not routinely provided in dialysis but may be medically necessary for some patients receiving dialysis. It is anticipated that these will be infrequently utilized drugs. Drugs that are used as a substitute for any of these items, or are used to accomplish the same effect, are also covered under the per treatment price.

- Amphotericin IV
- Gentamycin IV
- Vancomycin IV
- Cefazolin IV
- Ceftazidime IV
- Clindamycin IV
- Anabolics
- Thrombolytics
- Anti-emetics
- Tranquilizers
- Analgesics
- Imferon
- Valium IV Push
- Morphine Sulfate
- Vitamin B12 IV
- Compazine IV Push

- Muscle Relaxants
- Benadryl
- Plasminase

ALL OTHER MEDICATIONS REQUIRE PRE-APPROVAL PRE-AUTHORIZATION FROM THE REFERRING VA POC

Laboratory Tests

Laboratory Tests are included in the Per Treatment Price

The contractor will conduct all laboratories testing in accordance with Medicare/CMS guidelines.

Blood Cultures - Various Blood cultures for the workup of fevers on dialysis patients are included in the per treatment price (See following Table).

Table of laboratory Testing and Suggested Frequency—the following table includes laboratory testing and suggested frequency in the “per treatment” price. Contractors may not bill individual components separately:

NAME OF TEST	CPT/HCPCS CODE	FREQUENCY Important *NOTE below	REQUIRED FOR HEMODIALYSIS	REQUIRED FOR PERITONEAL
Accu- chek Glucose	82962	As needed	X	X
Clotting Time	85345, 85347, 85348	As needed	X	X
Hemoglobin (Hgb)	85018, 83020, 83026	Bi-Weekly	X	X
Prothrombin Time	85610, 85611	As needed	X	X
Creatinine, Serum	82565	Monthly	X	X
Blood Urea Nitrogen (BUN)	84520, 84525	Monthly	X	X
Calcium	82310, 82330	Monthly	X	X
Chloride, Serum	82435	Monthly	X	X
Total Protein	84155	Monthly	X	X
Complete Blood Count (CBC)	85021–85027, 85031	Monthly	X	X
Carbon Dioxide (Bicarbonate)	82374	Monthly	X	X
Serum Phosphorus (phosphate)	84100	Monthly	X	X
Potassium, Serum	84132	Monthly	X	X
Phosphatase, Alkaline	84075, 84080	Monthly	X	X
Serum Glutaminic Oxaloacetic	84450	Monthly	X	X
Lactic Dehydrogenase (LD) (LDH)	83615, 83625	Monthly	X	X
AST/SGOT	84450	Monthly	X	X
Sodium	84295	Monthly		X
Magnesium	83735	Monthly		X
Albumin, serum	82040	Monthly		X
Blood Culture	Various codes may apply	As needed*		
Urinalysis with Microscopy	81000	As needed*		
PTH, HgbA1C	83970, 85018,	Quarterly	X	X

	83036, 83037			
Iron Studies to include Serum Ferritin, Iron Saturation and Transferrin Saturation	82728, 83550, 83540, 84466	Quarterly	X	X
Digoxin	80162	Quarterly	X	X
Dilantin	80185, 80186	Quarterly	X	X
HBsAb	86706	Annually	X	X
HBsAg	87340	Monthly	X	X
HCV Ab	86803, 86804	Annually	X	X
HIV	86701, 86703, 87390	Annually	X	X
TSH	84443	Quarterly	X	X
PD Culture		As needed		X

* Obtain blood and urine cultures according to standard protocol for assessment of fever and other untoward illness.

Important Note: It may be clinically necessary to increase or decrease the suggested frequencies during medication adjustments and /or the patient's clinical condition.

Separately Billable Services

Acceptable Billing of Blood Products -Blood products and services that have been medically justified and pre authorized by the VA must be billed on the appropriate standard billing form, utilize the most current recognized codes and product codes in accordance with the AMA CPT publications and Medicare. Medical justification must be submitted (fax or mail) with the medical claim for payment to be issued. Blood products and associated services will be reimbursed at the Medicare /CMS determined rate as of the date of service

Preapproval required for any drug(s) not previously specified - If medically justified the use of non-routine drugs are permitted. Contractor will submit (fax or mail) medical justification with the billing statement. Contractors should contact the VA designated personnel for preauthorization

Acceptable Billing of Non routine drugs not previously identified - Contractor must bill for the use of non-routine drugs not previously included in by identifying the drug, dosage, units, etc on the billing form. Medical justification must be submitted (fax or mail) prior to payment being issued. Contractor will be reimbursed at the Medicare rate on the date of service for these infrequently utilized non-routine drugs

Billing for Transient Dialysis Services – Transient dialysis treatments are defined as treatments delivered for less than a 30 day period at a contracted facility other than the patient's facility of record. Transient treatments will be billed at the rate applicable to the transient treatment facility location. Prior to the expiration of the patients 30 day period the patient will be transferred back to their facility of record, as the billing authorization and transient period has expired. Transient Dialysis services will require a separate VA generated authorization. The new authorization number must be placed on the correct claim/billing forms submitted to the VA.

Billing for Uncompleted Treatments- If a dialysis treatment is started, i.e., a patient is connected to the machine and a dialyzer and blood lines are used, but the treatment is not completed for some unforeseen but valid reason, the contractor will be paid based on the full per treatment price. This should be a rare occurrence and must be fully documented on the billing statement to the VA. This event must also be fully documented in the VA beneficiary's medical record.

Billing for No Shows - If a facility sets up in preparation for a dialysis treatment, but the treatment is never started, e.g., the patient never arrives, there can be no service claim or other fee by the contractor for those intended services, and there will be no payment or penalty fee by the Government. Additionally, the contractor agrees that they will not bill the patient and/or the patient's other insurance (if applicable) for these services.

Location of Services:

Below is a listing of geographic locations the VA currently has patients receiving dialysis treatments with estimated patient volumes in those locations.

Table: A1

Location	Type of Dialysis	Estimated Volume of Patients	Estimated Quantity of Treatments Per Year
Yankton, SD	Hemodialysis	2- Hemo Patients	312 – Hemo treatments
Sioux Falls, SD	Hemodialysis Peritoneal	7- Hemo Patients 3- Peritoneal Patients	1100– Hemo Treatments 1092 – PD Treatments
Sioux City, IA	Hemodialysis	3-Hemo Patients	470-Hemo Treatments
Watertown, SD	Hemodialysis	2-Hemo Patients	312 – Hemo Treatments
Huron, SD	Hemodialysis	1-Hemo Patient	156 – Hemo Treatments
Brookings, SD	Hemodialysis	2 – Hemo Patients	312- Hemo Treatments
Aberdeen, SD	Hemodialysis	2 – Hemo Patients	312- Hemo Treatments
Spirit Lake, IA	Hemodialysis	1-Hemo Patient	156 – Hemo Treatments
Worthington, MN	Hemodialysis	3-Hemo Patients	470-Hemo Treatments
Chamberlain, SD	Hemodialysis	1-Hemo Patient	156 – Hemo Treatments
Spencer, IA	Hemodialysis	1-Hemo Patient	156 – Hemo Treatments

The government may award multiple contracts. VA anticipates only one award will be made per county.

The VA Sioux Falls catchment area encompasses the following counties in South Dakota: Campbell, McPherson, Brown, Walworth, Edmunds, Day, Potter, Faulk, Spink, Clark, Codington, Grant, Deuel, Hamlin, Sully, Hyde, Hand, Beadle, Kingsbury, Brookings, Hughes, Lyman, Buffalo, Jerauld, Sanborn, Miner, Lake, Moody, Brule, Aurora, Davison, Hanson, McCook, Minnehaha, Tripp, Gregory, Charles Mix, Douglas, Hutchinson, Turner, Lincoln, Bon Homme, Yankton, Clay, and Union.

Iowa: Lyon, Osceola, Dickinson, Emmet, Sioux, O'Brien, Clay, Plymouth, Cherokee, Woodbury.

Minnesota: Lac Qui Parle, Yellow Medicine, Lincoln, Lyon, Pipestone, Murray, Cottonwood, Watonwan, Rock, Nobles, Jackson, Martin.

It is the VA's intent that any contractor offering services under this contract will honor the pricing proposed at any of their locations that are located in the catchment area counties listed above. Contractors pricing offered will be honored at all contractor owned facilities in the state they proposed pricing on.

GEOGRAPHIC AREAS CONTRACTOR HAS A FACILITY OR SATELLITE CLINIC: Contractors offered pricing will be honored at all contractors' locations listed below.

Sioux Falls, SD
Chamberlain, SD
Madison, SD
Wagner, SD

BASE PERIOD NOVEMBER 1, 2013 THROUGH JANUARY 31, 2014,

CLIN	Description	Unit	Estimated Quantity	Cost
CLIN 0001	All Inclusive Hemodialysis Treatments Location South Dakota: Includes all counties listed in catchment area above (cost per patient per treatment)	EA	2660	\$329.00
CLIN 0002	All inclusive Peritoneal Dialysis Location South Dakota: Includes all counties listed in catchment area above	Month	3 Patients	\$3,542.00

	(cost per patient per month)			
CLIN 0003	Monthly Nephrologists Oversight Location South Dakota: Includes all counties listed in catchment area above (CPT 90961/90960)	Month	20 Patients	Included in all-inclusive prices for Hemodialysis and Peritoneal
CLIN 0004	Post Dialysis Blood Transfusions Location South Dakota: Includes all counties listed in catchment area above (CPT 36430)	EA	20	N/A
CLIN0005	All Inclusive Hemodialysis Treatments Location Iowa: Includes all counties listed in catchment area above (cost per patient per treatment)	EA	782	N/A
CLIN0006	All inclusive Peritoneal Dialysis Location Iowa: Includes all counties listed in catchment area above (cost per patient per treatment) (cost per patient per month)	Month	1 Patient	N/A
CLIN0007	Monthly Nephrologists Oversight Location Iowa: Includes all counties listed in catchment area above (cost per patient per treatment) (CPT 90961/90960)	Month	5 Patients	N/A
CLIN0008	Post Dialysis Blood Transfusions Location Iowa: Includes all counties listed in catchment area above (cost per patient per treatment) (CPT 36430)	EA	10	N/A
CLIN0009	All Inclusive Hemodialysis Treatments Location Minnesota: Includes all counties listed in catchment area above (cost per patient per treatment)	EA	470	N/A
CLIN0010	All inclusive Peritoneal Dialysis Location Minnesota: Includes all counties listed in catchment area above (cost per patient per month)	Month	1 Patient	N/A
CLIN0011	Monthly Nephrologists Oversight Location Minnesota: Includes all counties listed in catchment area above (CPT 90961/90960)	Month	2 Patients	N/A
CLIN0012	Post Dialysis Blood Transfusions Location Minnesota: Includes all counties listed in catchment area above (CPT 36430)	EA	10	N/A
CLIN 0013	Draining of Ascites – non ESRD	EA	As needed	\$100.00
CLIN 0014	Post Dialysis catheter – non ESRD	EA	As needed	\$100.00
CLIN 0015	Transfer set for non-ESRD (Contractor will supply the transfer set)	EA	As needed	\$364.00
CLIN 0016	Drawing cultures	EA	As needed	\$100.00

OPTION PERIOD FEBRUARY 1, 2014 THROUGH APRIL 30, 2014

CLIN	Description	Unit	Estimated	Cost
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			Quantity	
CLIN 1001	All Inclusive Hemodialysis Treatments Location South Dakota: Includes all counties listed in catchment area above (cost per patient per treatment)	EA	2660	\$329.00
CLIN 1002	All inclusive Peritoneal Dialysis Location South Dakota: Includes all counties listed in catchment area above (cost per patient per month)	Month	3 Patients	\$3,542.00
CLIN 1003	Monthly Nephrologists Oversight Location South Dakota: Includes all counties listed in catchment area above (CPT 90961/90960)	Month	20 Patients	Included in all-inclusive prices for Hemodialysis and Peritoneal
CLIN 1004	Post Dialysis Blood Transfusions Location South Dakota: Includes all counties listed in catchment area above (CPT 36430)	EA	20	N/A
CLIN1005	All Inclusive Hemodialysis Treatments Location Iowa: Includes all counties listed in catchment area above (cost per patient per treatment)	EA	782	N/A
CLIN1006	All inclusive Peritoneal Dialysis Location Iowa: Includes all counties listed in catchment area above (cost per patient per month)	Month	1 Patient	N/A
CLIN1007	Monthly Nephrologists Oversight Location Iowa: Includes all counties listed in catchment area above (cost per patient per treatment) (CPT 90961/90960)	Month	5 Patients	N/A
CLIN1008	Post Dialysis Blood Transfusions Location Iowa: Includes all counties listed in catchment area above (cost per patient per treatment) (CPT 36430)	EA	10	N/A
CLIN1009	All Inclusive Hemodialysis Treatments Location Minnesota: Includes all counties listed in catchment area above (cost per patient per treatment)	EA	470	N/A
CLIN1010	All inclusive Peritoneal Dialysis Location Minnesota: Includes all counties listed in catchment area above (cost per patient per month)	Month	1 Patient	N/A
CLIN1011	Monthly Nephrologists Oversight Location Minnesota: Includes all counties listed in catchment area above (CPT 90961/90960)	Month	2 Patients	N/A
CLIN1012	Post Dialysis Blood Transfusions Location Minnesota: Includes all counties listed in catchment area above (CPT 36430)	EA	10	N/A
CLIN1013	Draining of Ascites – non ESRD	EA	As needed	\$100.00

CLIN1014	Post Dialysis catheter – non ESRD	EA	As needed	\$100.00
CLIN1015	Transfer set for non-ESRD (Contractor will supply the transfer set)	EA	As needed	\$364.00
CLIN1016	Drawing cultures	EA	As needed	\$100.00

The CONTRACTOR shall provide the following equipment, supplies, and services when rendering chronic hemodialysis and peritoneal dialysis services.

- All items covered by the current Medicare CMS composite rate.
- All routine administration of medications used during the dialysis runs
- All dialysis related medical supplies, staff labor, equipment and facility use
- All care planning, dietary and social services counseling
- All erythropoietin (Epogen, Procrit, Aranesp) used during the dialysis runs
- All injectable Vitamin D analogs (Calcijex, Hectoral, Zemplar)
- All intravenous iron products (Infed, Dexferrum, Ferrlecit, Venefer)
- All routine dialysates, artificial dialyzers, and other supplies
- All routine dressing changes and suture removal
- All supplies necessary to perform all modalities of home dialysis, including such items as alcohol wipes, sterile drapes, gloves, telfa pads, bandages, etc.
- All routine pharmaceutical items included in the Medicare composite rate such as albumin, benadryl, dextrose, glucose, heparin, mannitol, plasminase, normal saline, and sodium chloride categories
- Use of oxygen as indicated in event of emergency
- EKG's as ordered and interpretation
- All IV antibiotics
- All hepatitis B vaccinations
- All laboratory testing listed in table below specifically ordered by patient's nephrologists (contract Nephrologists) additional tests ordered must be authorized.
- All clotting agents used to treat tunnel catheter clots.

All other non-dialysis related procedures/services/supplies require pre-authorization by the VA Quality Resource Management (605-336-3230, ext 6578) and will be reimbursed based on the Medical rates established within the VA.

The VA pharmacy will fill only prescriptions written by a VA doctor/provider. Generally, a VA doctor/provider writes prescriptions only for medications available at the VA pharmacy. The CONTRACTOR should discuss any questions regarding formulary medications by contacting a VA pharmacist at 1-800-316-8387, ext 6658. The veteran should bring any new prescriptions and changes to medications to his/her VA Primary Care Provider to be ordered at the discretion of the provider. Any prescription filled on a non-VA pharmacy will be the responsibility of the veteran.

END OF SCHEDULE OF SERVICES

B.3 PERFORMANCE WORK STATEMENT

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT AND REQUIREMENTS

The intent of this solicitation is to obtain chronic hemodialysis and peritoneal services for patients of the Sioux Falls VA Medical Center.

1. CHRONIC DIALYSIS SERVICES:

The CONTRACTOR shall provide direct supervision and management of the procedures during the hemodialysis procedures. Contractor will provide supervision under direction of Medical Director and name will be provided in proposal. Patients must be evaluated at the Sioux Falls VA Medical Center at least annually or more frequently as determined by their VA Primary Care Provider by a VA Nephrologists. The VA nephrologists has ultimate authority over treatment plans, contracted nephrologists oversee day to day treatments. The Sioux Falls VA Medical Center is under no obligation to follow a treatment or medication plan recommended by the contractor's providers if they disagree with that plan or if that plan conflicts with national or local policies related to prescription of non-formulary or restricted medication.

For peritoneal dialysis, the CONTRACTOR will orient the patient and/or family member regarding the maintenance and record keeping associated with PD dialysis. CONTRACTOR shall provide 24 hour/7 day per week on-call coverage. CONTRACTOR will provide a home visit prior to the patient starting home dialysis and will travel to the patient's home if needed for routine maintenance and troubleshooting. CONTRACTOR will provide periodic monitoring of the patient's home adaptation (including visits to the home in accordance with a written plan prepared and periodically reviewed. CONTRACTOR will provide supplies, installation and maintenance of dialysis equipment, and monitoring the function of the dialysis equipment. For hospitalized patients within the agreed upon service area, the CONTRACTOR will provide peritoneal dialysis services.

2. EQUIPMENT, MEDICATIONS AND SUPPLIES:

CONTRACTOR shall provide equipment, medications and supplies necessary to render chronic dialysis services pursuant to this Agreement. CONTRACTOR shall maintain the equipment it provides in proper working order and be responsible for repairs, upkeep, maintenance and servicing of the equipment. CONTRACTOR staff shall maintain the equipment in proper operating condition pursuant to the manufacturer's guidelines and applicable industry standards.

3. CATHETER INSERTIONS:

Insertion of dialysis catheters or fistulograms need to be ordered by the patient's VA Nephrologists and then authorized by the VA Quality Resource Management (605-336-3230, ext 6578). These procedures will be performed at the Sioux Falls VA Medical Center if services are available, if not services will be authorized by QRM to be done at the contractors facility and will be billed separately and paid thru VA's payment system.

4. DIALYZER SELECTION:

Dialyzer selection shall be discussed with each patient prior to initiating the first chronic dialysis treatment. The dialyzer should be appropriate for the care required by the patient.

5. SCHEDULING:

Dialysis will be approved by VA Nephrologists, VA social worker will contact contracted facility and schedule first appointment. All pre-dialysis patients are followed by VA social worker. The CONTRACTOR shall notify the VA Medical Center of the first appointment date, but not more than three working days from the time of notification for non-emergent cases. The CONTRACTOR shall schedule appointment within one working day from the time of notification for emergency care. The CONTRACTOR shall be available on Saturday or Sunday as medically indicated. The CONTRACTOR shall maintain telephone availability for physician consultations. These services shall be covered without addition to the global payment fees.

The CONTRACTOR shall provide the patient with verbal and written pre-treatment instructions explaining how the treatment will be conducted and the potential side effects to the specific area(s) from the treatment and possible benefits. In the event a patient refuses consent to proceed; the VA shall be notified by telephone – 1-800-316-8387 Ext. 6578, Quality Resource Management or Social Work Service – 1-800-316-8387 Ext. 5911/7788.

6. TRANSPORTATION:

Transportation for VA patients will not be the responsibility of the CONTRACTOR. Patient will assume transportation costs or notify the VA facility to seek travel assistance if eligible.

7. DESCRIPTION OF FACILITIES:

- a. Contractors facilities must be accessible for wheelchair and stretcher, as well as ambulatory patients.
- b. Emergency medical treatment and resuscitation must be available on the premises at all times.
- c. The CONTRACTOR will take full responsibility for the patient's well-being and safety once the patient enters their facility.
- d. Any change of facility, equipment, or personnel shall be promptly reported to and approved by the VA Contracting Officer.

END OF STATEMENT OF WORK

B.4 SPECIAL REQUIREMENTS FOR DIALYSIS SERVICES

SPECIAL REQUIREMENTS FOR DIAYLSIS CONTRACTS

1. USUAL AND CUSTOMARY TREATMENT UTILIZATION

For estimating purposes each patient is assumed to incur the need for the following number of treatments:

1.1 Outpatient Hemodialysis - 3 treatments per week for a total estimated per year treatments of 156 per patient. Outpatient dialysis may also include center based Nocturnal dialysis. ESRD facilities providing medically necessary treatments over the estimated frequency are required to maintain medical justification for such in the patient's community medical record. Submission of medical justification to the VA may be required for billing and payment purposes.

1.2 CAPD and CCPD (Peritoneal) dialysis - 7 treatments per week for a total estimated per year treatment total of 365 per patient

1.3 Home Training – patient may have up to one training session per day but home training will not exceed 15 home sessions within a 3 month period, per CMS Guidelines.

2. MEDICARE COMPLIANCE--The contractor will comply with 42 CFR, Parts 405, 410, 413, et al.; Conditions for Coverage for End Stage Renal Disease Facilities; Final Rule April 15, 2008, and implement all future revisions to Medicare's compliance measures at no cost to the government. All treatment modalities must delivered be in accordance with the Medicare treatment guidelines to include Medicare's Phase III ESRD Clinical Performance Measures, effective April 1, 2008.

2.1 The Department of Veterans Affairs (VA) will generate a referral as authorization in the form of a dialysis consult this will serve the purpose of an order for treatment, see Section 7 for the Referral Process.

2.2 Contractor personnel providing services must adhere to the certification requirements in Section 6 Personnel Certifications.

3. REFERRAL PROCESS –VA beneficiaries who have End Stage Renal Disease (ESRD) and are deemed eligible by the VA for community based hemodialysis services will receive a VA issued "referral" or authorization by VA. This authorization will serve as an order for dialysis treatment. Treatment will be conducted by contracted nephrologists and occur at the dialysis facility closest to their home.

3.1 Referral Authority - The VA has sole authority and responsibility to establish and confirm VA beneficiary eligibility prior to issuing a referral.

3.2 Referral Packet - The community based nephrologists and hemodialysis facility will receive a VA/VA Financial Service Center (FSC) generated authorization as formal request for acceptance of the VA beneficiary. The authorization will be followed by pertinent patient medical information. Pertinent Patient Information will be faxed to the contracted facility from the patients VA provider.

4. REFERRAL MANAGEMENT

4.1 Secure transmissions of forms -The authorization and patient information will be sent via secure fax. The Contractor must maintain a secure fax (operable 24/7) for the receipt of this information. The authorization/referral request must be acknowledged by the contracted nephrologists and/or accepting contracted hemodialysis facility/nephrologists and VA patient acceptance communicated to the originating VA personnel or office no later than 10 working days from the date of authorization receipt by Contractor.

4.1.2 Return of Signed referrals - When the VA patient acceptance is confirmed, VA personnel, the nephrologists and the hemodialysis facility (as applicable) will collaborate on a date to transfer the VA patient to the care of the nephrologists/hemodialysis facility. Contractor's cooperation for arranging a transfer without disruption of the VA beneficiary's required hemodialysis treatment is required.

4.2 Referral disruption/cancellation- In accordance with CMS regulations, as contained within Medicare's conditions for coverage, if the involuntary discharge of a VA beneficiary is considered by the contractor at any time after the receipt of acceptance or after initiation of treatment of the VA beneficiary, contractor will provide a 30 day termination notice, in writing to the VA beneficiary. The Contractor shall alert designated VA personnel upon written issuance to the VA beneficiary. The VA personnel will review all contractor efforts, and will issue additional referrals to the VA beneficiary as needed. The designated VA personnel will aid and assist in the transfer of the VA beneficiary to a new facility as appropriate.

4.3 In the event of patient choice for voluntary transfers of VA beneficiary to another Contractor Facility- If medically sound and in the best interest of the VA beneficiary and the VA, Contractor may voluntarily transfer the VA beneficiary to another contractor facility. Contractor will arrange of such transfer with no loss or temporary discontinuation of contracted services to the VA beneficiary. Within 10 business days of such transfer, Contractor is required to notify the VA location who initially issued the authorization for the VA beneficiary.

5. CONTRACTOR PERSONNEL—The contractors personnel staff must have and maintain current state licensure and be in good standing with appropriate federal, state, and local agencies, and other industry entities, as required. Contractor personnel will meet or exceed those practices of care that are within the designated standards of the medical community.

5.1 Personnel Certifications—For all personnel, the Contractor shall provide an attestation statement. The personnel attestation statement should include all of their subcontractor's physical locations, indicating that all personnel certification is maintained as above. Contractor shall provide such attestation to the VA within 10 days of contract award and annually thereafter. Such certifications must be available for periodic audit inspection and verification by designated VA personnel, the COR, and Contracting Officer

5.1.1 Personnel Certifications - Appropriate certifications for Physicians, RN's, LPN's, Technicians, Dieticians and CSW must be current and maintained per applicable Medicare /CMS, State guidelines, or other locality specific provisions.

5.1.2 Physicians – Medical Directors overseeing dialysis care must be physicians trained in and be board certified or board eligible in nephrology.

5.1.3 Contractor Employee Records of Job Skills - Contractor shall maintain a system of records for each employee to include assessment of skills and credentials to perform the job, competency evaluations of responsibilities, i.e., annual technical assessment of the employees knowledge, skills, behaviors and abilities to perform a job correctly as well as the work required under this contract. Annual assessment should include a verification that employee's continuing educational credit(s) are current and reflected in employee's licensure status. Contractor shall provide such attestation to the VA within 10 days of contract award and annually thereafter. Employee assessment records must be available for periodic audit inspection and verification by designated VA personnel, the COR, and Contracting Officer

5.1.4 Contractor OSHA Records - Contractor will maintain a system of records for each employee to include assessment of training in OSHA's blood borne laws, OSHA's universal precaution regulations, and OSHA's tuberculosis compliance directive as enforceable under OSHA's general duty clauses. Employee records must contain evidence and results of current and annual PPD skin testing, annual Tuberculosis education session, record(s) of acceptance or declination of Hepatitis B vaccine, and annual BBP education sessions. The contractor's assessment should include a listing of the above for each employee. Contractor shall provide such attestation to the VA within 10 days of contract award and annually thereafter. Employee OSHA training records must be available for periodic audit inspection and verification by designated VA personnel, the COR, and Contracting Officer

5.2 Registered Nurses -The contractor will utilize registered nurses, trained in dialysis, to supervise all dialysis treatments.

5.3 Registered Nurse Responsibilities - The Contractor's registered nurses are responsible for the delivery of applicable nursing services, and supervision of and/or delivery of all dialysis services. Contractor's registered nurses are responsible for the direction and supervision of and/or composition of the dialysate, administration of IV solutions, the administration of blood and blood products, and medications as ordered to be administered.

5.4 Dialysis Technicians - Dialysis technicians shall be trained in and or certified in dialysis as specified in the Medicare conditions of coverage.

5.5 Patient's Plan of Care -Contractor personnel are required to annually prepare and submit to the VA the patient's plan of care, and must include this plan in the patient's medical record. The patient's plan of care must be consistent with 42 CFR, Parts 405, 410, 413, et al.; Conditions for Coverage for End Stage Renal Disease Facilities; Final Rule April 15, 2008, which is subject to audit upon request the by designated VA personnel, the COR, and Contracting Officer

5.6. Positive PPD - The Contractor must maintain and monitor all employees under surveillance for positive PPD skin reactions. The list will be kept current and managed as required. Contractor shall provide such attestation to the VA within 10 days of contract award and annually thereafter. The employee PPD list must be available for periodic audit inspection and verification by designated VA personnel, the COR, and Contracting Officer

6. CONTRACTOR FACILITY - The contractor shall comply with 42 CFR, Parts 405, 410, 413, et al.; Conditions for Coverage for End Stage Renal Disease Facilities; Final Rule April 15, 2008, and implement all future revisions to Medicare's compliance measures at no cost to the government.

6.1– Hazardous Waste/Waste Regulation - The Contractor will comply with all applicable requirements of Federal, State and local hazardous waste regulations.

6.2 Permits and associated responsibilities - The Contractors facility shall be responsible for obtaining all necessary licenses, permits (state, city and applicable business licenses) and for complying with any Federal, State, and municipal laws, codes and regulations applicable to the scope of the performance of the work under this contract. Upon written request by the COR or Contracting Officer, a copy of all applicable permits, licenses and other facility documents must be provided within 3 business days of request.

6.3 Freestanding dialysis facilities locations - that are not located within a hospital setting are not required to obtain nor maintain Joint Commission certification.

6.4 Medicare Certification – Contractor's Freestanding Dialysis Facilities are required to be Medicare certified and comply with all applicable certification standards and levels of care delivered. Failure to comply with the specific terms and conditions of Medicare certification and/or adverse reports from Medicare or Medicare's external monitoring agencies, to include indications of poor quality of care delivered may result in immediate cessation of contract usage by the VA, (temporary or permanent), or other contractual remedies, as appropriate. Contractor shall notify the designated VA personnel and COR within 10 days of notification of adverse action by Medicare or its external monitoring agency to include exclusion from participation from the Medicare program, Medicaid program, other Federal programs by the contractor, its agents, employees, assigns or successors, in interest. Failure to notify the VA program manager, COR and Contracting Officer within 10 days shall be grounds for immediate termination of the contract.

6.5 Hospital Location - If Contractor's dialysis facility is located within or part of hospital, Medicare and Joint Commission guidelines and standards must be followed.

7. CONTRACTOR QUALITY ASSURANCE, QUALITY CONTROL AND CONTINUAL QUALITY IMPROVEMENT- The Contractor will maintain, implement and document a Quality Assurance, Quality Control and a Continual Quality Improvement program. The contractor's program will be of its own design and reflect the complexity of the facility's organization and services. The contractor's program will require the contractor to achieve measurable improvements using appropriate performance measures. The contractor is required to continuously monitor its actions and performance and take actions that result in performance improvements over time

7.1 Testing—The contractor must adhere to all standards consistent with 42 CFR, Parts 405, 410, 413, et al.; Conditions for Coverage for End Stage Renal Disease Facilities; Final Rule April 15, 2008 for all services and equipment provided under this contract. The Contractor will provide an attestation statement that all testing guidelines and standards as referenced in this section are complied with and documented in a testing system of records maintained at their or subcontractor locations. Contractor shall provide such attestation to the VA within 10 days of contract award and annually thereafter. Such records must be available for periodic audit inspection and verification by designated VA personnel, the COR, and Contracting Officer. Failure to adhere to the standards stated above may result in immediate cessation of the contract usage by the VA (temporary or permanent) or other contractual remedies (see 52.212-4).

7.1.1 Water Quality – The Contractor shall conduct water purity testing and will meet the standards recommended or incorporated into the most recent AAMI water treatment system guidelines.

7.1.2 Equipment- Contractor must provide all required dialysis equipment, and also maintain and document all required preventative maintenance and repairs. Contractor will comply with all relevant standards consistent with 42 CFR, Parts 405, 410, 413, et al.; Conditions for Coverage for End Stage Renal Disease Facilities; Final Rule April 15, 2008, which incorporates, by reference, all AAMI RD52 guidelines for monitoring bacterial and endotoxin levels.

7.2 Patient Complaints – The Contractor shall supply each Veteran receiving contracted services with a copy of Patient's Rights and Responsibilities that are consistent with or identical to the applicable provisions of the VA's patients rights and responsibilities located at <http://patientadvocate.va.gov/Rights.asp>. The Contractor agrees to resolve all validated complaints and shall notify designated VA personnel within 10 business days of any patient complaint filed with the local ESRD network.

7.3 Adverse Events/reportable Events- The contracted Dialysis Center will notify the designated VA Personnel and the COR in writing, as soon as possible but no later than ten (10) days after the contracted Dialysis Center receives formal notice, becomes aware of, or provides consideration of any of the following:

7.3.1 Any patient safety event (i.e. Adverse Events, Sentinel Events, Close Calls, and Intentional Unsafe Acts) as defined in VHA National Patient Safety Improvement Handbook, VHA Handbook 1050.1 at <http://www.va.gov/ncps/Pubs/NCPShb.pdf>

7.3.2 Any change in the Dialysis Center's ownership or business address or any transfer of control of the Dialysis Center's management or operations to any third party;

7.3.3 Any action affecting the certification of the Dialysis Center by The Centers for Medicare & Medicaid Services (CMS) as a certified Medicare provider of dialysis services to ESRD patients or any other action affecting any of the Dialysis Center's federal or state licenses, certification or accreditation;

7.3.4 Any investigations by CMS into the business and/or billing practices of the Dialysis Center;

7.3.5 Any other actual or threatened legal or governmental investigation, incident, claim, action, suit or proceeding against the Dialysis Center which would impact the Dialysis Center's ability to carry out its duties and obligations under this agreement;

7.3.6 Exclusion from the Medicare program of any individuals employed by or contracted with the Dialysis Center for the provision of ESRD services;

7.3.7 Revocation of required federal or state licenses of any individuals employed by or contracted with the Dialysis Center for the provision of ESRD services;

7.3.8 The filing by the Dialysis Center, or its owners, of a petition for bankruptcy protection or, is adjudicated bankrupt or insolvent;

7.3.9 Any inappropriate disclosure or release of patient information for any patient treated under this agreement that would constitute a violation of the Health Insurance Portability and Accountability Act of 1996(HIPAA);

7.3.10 The lapse, for any reason, of the Dialysis Center's medical malpractice insurance coverage.

7.4 Medical and Clinical Information Reporting- In order to facilitate VA patient's medical data reporting Contractors will be required to timely report individual clinical VA patient data via CMS's CROWN Web enabled network or the local ESRD network

7.5 Medically appropriate care - Contractors provision of care to VA beneficiaries shall be delivered in a manner to maximize patient outcomes. Delivered care shall be patient centered and towards the goals stated in the patients long term care plan. Contractor services shall be delivered in accordance to medically accepted professional standards and practices of care. Care delivered to VA beneficiaries shall meet or exceed the same standard of care delivered to non-VA patients. The VA medical personnel maintain the right to render final determination for any documented incidence of care delivered outside of medically accepted professional standards and practices of care. Validated incidences of care delivered outside of medically accepted professional standards and practices of care may be cause for immediate termination of contract, contract non-usage, or other contractual remedy.

8. PATIENT ADMINISTRATION, DIAGNOSTIC TESTING AND VA BENEFICIARY PREVENTATIVE CARE

8.1 Miscellaneous and Emergency testing--If a veteran patient requires hospitalization, specialized tests, and/or consultation for any medical, surgical, and/or rehabilitation problem that may occur during the performance of this contract, the patient will be referred, or admitted in the case of hospitalization, to the local VA Medical Center when appropriate. In emergent situations, the veteran must be immediately referred to the closest medical facility able to handle the level of care required. The VA must be notified within 72 hours. Questions regarding elective procedures should be directed to the designated VA personnel or the patient's VA primary physician.

8.2 Diagnostic Tests--Include but not limited to Electro-cardiograms, x-rays, ECHOs, etc., will be referred to and performed at the local VA Medical Center, except in urgent or emergent situations. Contractor must notify the designated VA personnel within 72 hours of VA Beneficiary urgent or emergent situations requiring diagnostic testing.

8.3 Dialysis Access - Access related issues may be referred to the designated VA personnel for assistance. VA available resources must be utilized whenever possible. If the VA determines that VA services (vascular surgery or interventional radiology) for patient dialysis access intervention is not available, or if an emergent situation arises where the access is in immediate jeopardy, and VA emergency services are not available and or/timely precluding necessary medical treatment, the requesting facility or dialysis group will be given an authorization/referral for community resources to be utilized.

8.4 Transplant Candidates -VA beneficiaries who have been identified as a potential transplant candidate should be referred back to the referring VA facility for transplant evaluation. Concurrently, if the VA beneficiary maintains secondary insurance coverage the contractor will inform the VA beneficiary of the option to pursue transplant listing from their local community resources, should the VA beneficiary also have secondary insurance or to their local VA Medical Center for transplant evaluation.

9. MEDICAL RECORDS STORAGE, PRIVACY OF HEALTH RECORDS AND ACCESS TO ADP FILES:

9.1 Electronic Files - In the performance of official duties, contractor employees/agents with regular access to printed and electronic files containing sensitive data, must protect that information under the provisions of the Privacy Act of 1974 (5 USC 552a) and other applicable laws, federal regulations, VA statutes and policies.

9.1.1 The Contractor's employees are responsible for protecting that data from unauthorized release or from loss, alteration, or unauthorized deletion.

9.1.2 Applicable contractors employees will be required to sign a contractor-generated computer access agreement which will specify adherence to the applicable regulations and instructions regarding access to computerized files, release of access codes.

9.2 HIPAA Compliance - Contractor and any subcontractors must adhere to the provisions of Public Law 104-191, Health Insurance Portability and Accountability Act (HIPAA) of 1996. This includes both Privacy and Security Rules published by the Department of Health and Human Services (HHS). As required by HIPAA, HHS has promulgated rules governing the use and disclosure of protected health information by covered entities. The covered entity component of the Department of Veterans Affairs is the Veterans Health Administration (VHA). In accordance with HIPAA, the contractor may be required to enter into a Business Associate Agreement (BAA) with VHA. Business associates must follow VHA privacy policies and practices.

9.2.1 All Contractors and healthcare practitioners who provide billable healthcare services to the Department of Veterans Affairs, VHA, shall obtain a National Provider Identifier (NPI) as required by the Health Insurance Portability and Accountability Act (HIPAA) National Provider Identifier Final Rule, administered by the Centers for Medicare and Medicaid Services (CMS). This rule establishes assignment of a 10-digit numeric identifier for healthcare practitioners, intended to replace the many identifiers currently assigned by various health plans. Each practitioner needs only one NPI, valid for all employers and health plans. The NPI may be obtained via a secure website at: <https://nppes.cms.hhs.gov/NPPES> Contractors must also designate their Specialties/Subspecialties by means of Taxonomy Codes on the NPI application. As a condition of this contract agreement, the Contractor agrees to provide the NPI numbers of all providers on the medical claim for payment.

9.3 Records Storage Requirement Contractor will comply with all relevant State and Federal (Medicare) and HIPAA laws regarding record storage requirements - Contractor will comply with all relevant State, Federal, and VA regulations regarding record storage requirements. Unless prohibited by federal statutes, at the conclusion of this contract and if by the order of the VA, Contractor will purge and/or destroy any VA Personal Health Information (PHI) from their systems by first rendering unreadable and then complete destruction of the information from the hard drive and any other storage devices. Information on tapes, paper document or other

media shall be destroyed by the process specified above, or by shredding. A certificate of destruction shall be provided to the COR to attest to the complete destruction and state the method used.

9.4 Handling and Storing of VA Data by Contractors and Subcontractors-Contractor is responsible for ensuring that their employees and subcontractors safeguard sensitive VA patient information in accordance with VHA policies in effect during the contract period. Those policies may be found in the VA Handbook 6500 and located at <http://www1.va.gov/vapubs/viewPublication.asp>

9.5 Release of Information- In responding to a patient's request that copies of the patient records be released to a third party, the provider will refer the patient to the appropriate VA Medical Center for release the records. Upon request, the contractor will provide the patient with a blank VA Form 5345, Request for and Consent to Release the Medical Records Protected by 38 U.S.C. 7332, or other form furnished by the VA.

9.6 Nondisclosure of Information-The Contractor shall ensure the confidentiality of all patient medical records. Information contained in these records may not be disclosed to any person or agency, except pursuant to a written request and with the prior written consent of the individual to whom the records pertain to the extent such requests are consistent with applicable federal laws regulations and/or policies. However, this obligation shall not prevent the disclosure of patient medical records pursuant to federal law to officials and employees of departments and agencies of the United States Government acting in the performance of their official duties; and, to the extent permitted under federal law, to officials and employees of local and State Governments; and agencies in the performance of their official duties pursuant to laws and regulations governing the local control of communicable diseases, preventive medicine, and safety programs, child/spouse/elder abuse or neglect programs, or other public health and welfare programs; to official representatives of authorized surveying bodies during the conduct of certification and accreditation reviews; or to third party payers to whom the patient has authorized release of information. All such requests for disclosure of information shall be submitted and processed through the applicable VA FOIA Office/Release of Information Office. Complete administrative control of patients remains with the Government. All records produced in the performance of this contract and all evaluations of patients are the property of, and subject to the exclusive control of, the Government. All records shall be maintained in accordance with medical treatment facility guidelines. All financial, statistical, personnel, and technical data which is furnished, produced or otherwise available to the Contractor during the performance of this contract are considered confidential business information and shall not be used for purposes other than performance of work under this contract. Such data or information shall not be released nor legal rights claimed by the Contractor without prior written consent of the ordering activity's COR and Contracting Officer. Any presentation of any statistical or analytical materials, or any reports based on information obtained from studies covered by this contract will be subject to review and approval by the COR and Contracting Officer before publication or dissemination.

10.0 MEDICAL RECORD REQUIREMENTS:

10.1 Medical Record Storage - An acceptable medical record storage policy shall be established by the Contractor for ease of retrieval and communication of a patient's clinical information. Contractor's practices to safe-guard the VA patient's secure medical information must be established in accordance with the current Federal HIPAA requirements, Medicare's conditions for coverage, and any applicable VA regulation or requirement. Contractor personnel who, in the course of contractor responsibilities, have reason to see/handle VA beneficiary personal health information may be required to complete applicable VA on line privacy training located at <https://www.TMS.va.gov>. Employee VA privacy training certificates shall be maintained and kept current by the Contractor and must be available for periodic audit inspection and verification by designated VA personnel, the COR, and Contracting Officer. The Contractor will provide an attestation statement and listing of employees that have completed the required training and a certificate of completion is maintained in the employee file.

10.2-The Contractor must create medical record documentation for each face-to-face encounter with the patient that is to be billed to the Veterans Affairs Medical Center (VAMC). Content of the medical record documentation will be in accordance with all applicable CMS guidelines relating to the provision of dialysis services at the time the service is rendered. CMS guidelines current at the time of the encounter must be followed. Upon request by the VA the contractor will be required to provide VA beneficiary's summary medical records. Required information may include lab data, outcome data, and medication list, social work and nutrition summary and physician progress notes. Additional documentation may be required .Records created by the Contractor in the course of treating VA patients under this agreement are the property of the VA and shall not be accessed, released, transferred or destroyed except in accordance with applicable federal law and regulations. Contractor will be responsible for VA patient's records under their control and will insure that patients' privacy and confidentiality is maintained.

10.3-Contractor will provide health care to patients seeking care from or through the VA in the performance of this contract. As such, the contractor is considered part of the department health activity for purposes of the following statutes, and the VA regulations implementing these statutes: Privacy Act, 5 U.S.C. section 552a, and 38 U.S.C. sections 5701, 7705, and 7332. Contractor and their employees may have access to VA patient medical records to the extent necessary for the contractor to perform this contract; notwithstanding patient treatment records only pursuant to explicit disclosure authority from VA. Contractor and its employees are subject to the penalties and liabilities provided in the statutes and regulations mentioned in the paragraph for unauthorized disclosures of such records and their contents. Records created by the contractor in the course of treating VA patients under this agreement, are the property of the VA and shall not be accessed, released, transferred or destroyed except in accordance with applicable federal law and regulations. (See paragraph 21.) Upon the expiration of this contract or termination of the contract, the contractor will promptly provide the VA with the individually identified VA patient treatment records. VA has unrestricted access to the records generated by the contractor pursuant to this contract.

11. HEALTH AND HUMAN SERVICES OFFICE OF THE INSPECTOR GENERAL-To insure that the individual providing services under the contract have not engaged in fraud or abuse regarding Sections 1128 and 1128A of the Social Security Act regarding Federal health care programs, the government Contracting Officer is required to check the Health and Human Services, Office of the Inspector General List of Excluded Individuals/Entities on the OIG Website (www.hhs.gov/oig) for each person providing services under this contract. During the performance of this contract the Contractor is prohibited from using any individual or business listed on the List of Excluded Individuals/Entities.

12. VA DESIGNATED POC AND RESPONSIBILITIES- The VA point of contact listing will be provided to the awardees at the post award/kick-off conference.

12.1 VA responsibilities - The designated VA POC will provide patient information that is reasonable and necessary in order to perform dialysis services, to the contractor as requested, in a confidential manner

12.2 VA Coordinator - The VA will designate a coordinator(s) to be responsible for communication with each of the contractor's facility. The VA and shall also assign a clinical provider who is responsible to assist in the selection of a suitable modality and dialysis setting for each patient.

13.0 CONTRACTOR DESIGNATED POC AND RESPONSIBILITIES- Upon contract award the contractor shall provide a POC list designating individuals and include the following: name, position, and contact information. The Contractor must designate POCs for the following roles:

13.1 Contract Coordinator – The contractor will designate a contract coordinator(s) to handle contractual matters and serve as a business liaison

13.2 Facility Coordinator -The Contractor shall designate a facility coordinator(s) for each contracted facility. This contractor's facility co-coordinator will be responsible for communication with the VA designated POC. Upon reassignment or changes of the facility co-coordinator the contractor will notify the VA in a timely manner.

13.3 Audit of Contractor – the VA reserves the right to review , inspect , or otherwise audit contractors facilities or records (to include VA patient records) , after having provided reasonable notice , to ensure appropriate medical provision of services and supervision to VA patients and contractor is functioning under the terms of this contract.

B.5 SPECIAL CONTRACT REQUIREMENTS

SPECIAL CONTRACT REQUIREMENTS

1. QUALIFICATIONS:

Personnel assigned by the Contractor to perform the services covered by this contract shall be licensed in a State, Territory or Commonwealth of the United States or the District of Columbia and meet the professional qualification criteria of VA. The qualifications of such personnel shall also be subject to review by VA Chief of Staff and approval by VA Facility Director. The

Contracting Officer will be notified prior to any changes in personnel. VA reserves the right to approve the assignment of individual personnel furnished by the Contractor to perform the functions specified in the contract.

2. PERSONNEL POLICY:

The Contractor shall assume full responsibility for the protection of its personnel furnishing services under this contract, in accordance with the personnel policy of the Contractor. To carry out this responsibility, the Contractor shall provide worker's compensation, professional liability insurance, health examinations, income tax withholding, and social security payments. The parties agree that the contractor, its employees, agents and subcontractors shall not be considered VA employees for any purpose.

3. VAMC MONITORING/RECORDKEEPING

Primary Care Specialty Medicine Administrative Officer will be the Contracting Officer's Representative (COR) who will monitor Contractor employee work hours/services through one or a combination of the following mechanisms:

- (a) COR's office reviews monitoring data.
- (b) Monthly invoices are generated to VA's financial center who forwards to Service's Administrative Assistant for review. The Administrative Assistant verifies services were actually performed against the approved consults. Only after verification are invoices certified for payment.
- (c) The using service, through the COR, will provide a written statement annually to the Contracting Officer to include a summary of Contractor actions and a statement that all requirements of the contract have been fulfilled as agreed. This summary evaluation will be submitted 60 days prior to expiration of contract (and/or prior to election of option year renewals, if applicable).
- (d) A Contractor's employee may not certify bills for payment.

4. CONTRACT PERFORMANCE MONITORING

- (a) Monitoring of contractor's performance shall be done by the Contracting Officer's Representative (COR). Incidents of contractor noncompliance as evidenced by the monitoring procedures shall be forwarded immediately to the Contracting Officer. Upon award, a Quality Assurance Surveillance Plan will be signed by the Contractor Program Manager and COR, outlining the evaluation criteria to ensure the contractor is aware of the management and quality criteria required to meet the terms of the contract.
- (b) Frequency of Measurement: During contract performance, the COR will periodically analyze whether the negotiated frequency of surveillance is appropriate for the work being performed. Semi-annual (or quarterly if warranted) reports are prepared and completed by the COR within 45 days of the end of the reporting period.
- (c) Frequency of Performance Assessment Meetings. The COR shall visit/correspond with the contractor either on an as-needed basis or, at a minimum, twice during the contract period: (1) middle of contract period and (2) end of contract period to assess performance and shall provide a written assessment. This written assessment will be forwarded to the Contracting Officer as documentation of contractor's performance and/or for a request to exercise option period, renewal of a contract or termination of a contract.
- (d) Contract performances metrics listed below:

INDICATOR	STANDARD	ACCEPTABLE QUALITY LEVEL	METHOD OF SURVEILLANCE	INCENTIVE
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INDICATOR	STANDARD	ACCEPTABLE QUALITY LEVEL	METHOD OF SURVEILLANCE	INCENTIVE
Consults	Scheduled within 7 calendar days, unless unable to contact patient or patient requests a delay	100%	Consult Pending Resolution Report	Satisfactory Past Performance Rating
Medication Reconciliation	Accurately and completely reconciled medications at the time the patient enters the hospital or is admitted; when the patient's care is transferred within the hospital and upon discharge.	90%	Audit of documentation received from community provider monthly as sent to fax 605-333-6832	Satisfactory Past Performance Rating
Reports	For each patient an initial dialysis treatment plan needs to be faxed to QRM within 30 days.	95%	QMR tracking spreadsheet	Satisfactory Past Performance Rating
Pre-Authorizations	All services required outside of this statement of work will be pre-authorized by calling 605-336-3230 ext 6578.	100%	Fee Basis Billing Audits	Satisfactory Past Performance Rating
Infection Control	Quarterly infection control monitoring and reports to be provided to VAMC monthly	100%	Infection Control Committee Reviews	Satisfactory Past Performance Rating

5. **QUALITY MANAGEMENT REQUIREMENTS:**

a. General

- (1) Contractor will adhere to all applicable Joint Commission Standards.
- (2) All applicable VAMC policies and procedures shall be followed by the contract.
- (3) Contract personnel shall provide compassionate care with respect for the special needs of the veteran population served.
- (4) Care delivered will reflect the VA Medical Center's mission, vision and values.
- (5) Deviations from the contract requirements must be approved by the Contracting Officer.

b. Patient Rights

- (1) Care provided will respect and integrate the patient's beliefs, values and cultural influences.
- (2) The Contractor shall involve the patient in care decisions by keeping him/her fully informed about the diagnosis, plan of care and treatment goals, risks and benefits of proposed treatment, and prognosis. Shared decision making shall be pursued.
- (3) Protection of all patients' rights is of highest priority.
- (4) Patient privacy and confidentiality shall be maintained at all times.
- (5) All patient complaints which cannot be resolved by the contractor shall be referred to the VAMC Patient Representative at extension 6688.
- (6) The contractor and patient care services provided shall be included in VAMC data collection activities related to patient compliments, complaints and satisfaction.

(7) No eligible veteran shall be denied care for treatment which is not reimbursed by the third party insurance carrier.

c. Patient Safety

(1) Patient safety shall be a primary focus of the contractor.

(2) Every effort shall be made by the contractor to prevent medication errors, falls, and patient injury caused by acts of commission or omission in the delivery of care.

(3) Contractor will communicate critical test results to the ordering practitioner or the Licensed Responsible Care Giver who is responsible for the care of the patient during that episode of care as outlined in Center Circular 11-91. The write down-read back method of communication will be used, documenting in the medical record the name of the provider notified of the critical test results and the date and time of the notification.

d. Patient Assessment

(1) All required documentation shall be fully completed within VAMC-required timeframes.

e. Care of Patients

(1) Medications shall only be dispensed, prepared, and administered to patients by appropriately licensed and competent individuals.

(2) Contractor will communicate with patient's primary care provider or VA nephrologist with any significant issues/complications.

(3) Contract health providers shall, to the maximum extent practicable ensure that that VA inpatient resources are utilized for all VA beneficiaries. Should a VA beneficiary require services or care beyond the capabilities of the VAMC, as determined by the attending physician and VA Chief of Staff, that patient shall be transferred to an appropriate VA or private medical treatment facility based upon patient condition. Contract health care providers shall seek the approval of the VA Quality Quality Resource Management Nurse or designee before performing other actions for non-emergent surgical procedures or treatments.

(4) All personnel providing direct care services must have appropriate identification and have evidence of appropriate training prior to providing any services to veterans.

(5) All accidents, malfunctions, injuries, and deaths related to the delivery of services shall be immediately reported verbally to the VA Contracting Officer's Representative (COR). The Contractor may be required to provide evidence of follow-up through a written report of the incident, describing the event, analysis of cause and effect, and corrective action taken. If such a report is requested by the VA COR, this will be done within three (3) working days of the verbal report. The Contractor shall provide a point of contact (POC) who shall be responsible for the performance of the work under this contract. The POC shall have full authority to act for the Contractor on all matters relating to the daily operation of this contract. The POC may be a contract health care provider performing under this contract. An alternate may be designated, but the Contractor shall identify, in writing, those times when the alternate shall act as the POC.

(6) Results are communicated to patients no later than 14 calendar days from the date on which the results are available to the ordering practitioner. Significant abnormalities may require review and communication in shorter timeframes and 14-days represents the outer acceptable limit. For abnormalities that require immediate attention, the 14-day limit is irrelevant, as the communication should occur in the timeframe that minimizes risk to the patient.

(7) The Contractor shall identify the POC and alternate in writing to the COR and Contracting Officer (CO). The Contractor shall give written notification to the COR and CO of the time when the alternate will act as the POC. The POC shall be available by telephone Monday through Friday, 8:00 AM through 4:30 PM, excluding Federal holidays.

(8) If services are disrupted for more than two (2) consecutive shifts or emergency response requests, the Government reserves the right to procure such services from alternate source, until routine services are

restored by the Contractor. When the Government exercises its right to procure these services from an alternate source, the Contractor shall reimburse the government for all charges in excess of the amount that would have normally been incurred by the contract. A copy of the other sources' service ticket or other verifiable documentation, shall be used as the basis for any reimbursement.

f. Performance Improvement

(1) High priority shall be given by the contractor to the prevention of risk for the patient.

6. DESIGNATION OF CONTRACT REPRESENTATIVE:

A VAMC representative of the Contracting Officer will be designated to represent the Contracting Officer as the Contracting Officer's Representative (COR) in furnishing technical guidance and advice regarding the work being performed under this contract. The foregoing is not to be construed as authorization to interpret or furnish advice and information to the Contractor relative to the financial or legal aspects of the contract. Enforcement of these segments is vested in and is the responsibility of the Contracting Officer.

7. MEDICAL RECORDS:

Contractor will provide health care to patients seeking such care from or through VA. As such, the contractor is considered part of the Department health activity for purposes of the following statutes and the VA regulations implementing these statutes: the Privacy Act, 5 U. S. C. section 552a, and 38 U. S. C. sections 5701, 7705, and 7332. Contractor and its employees may have access to VA patient medical records to the extent necessary for the contractor to perform this contract. Contractor and its employees are subject to the penalties and liabilities provided in the statutes and regulations mentioned in the paragraph for unauthorized disclosures of such records and their contents. Records created by the contractor in the course of treating VA patients under this agreement, are the property of the VA and shall not be accessed, released, transferred or destroyed except in accordance with applicable federal law and regulations. Upon the expiration of this contract or termination of the contract, the contractor will promptly provide the VA with the individually identified VA patient treatment records. VA has unrestricted access to the records generated by the contractor pursuant to this contract.

8. PAYMENTS UNDER NONPERSONAL SERVICE CONTRACTS:

The Government shall pay the Contractor once monthly, upon submission of proper invoices or vouchers, the prices stipulated in this contract for services rendered and accepted, less any deductions provided in this contract.

9. Electronic and/or Medical Record SECURITY:

(a) VA may provide Contractor and subcontractor, if any, with access to Department of Veterans Affairs (VA) automated patient records and general files maintained on VA computer systems. Contractor, Contractor's employees, and Contractor's subcontractors (if any) shall maintain, access, release, and otherwise manage the information contained in the automated patient record and general file system in accordance with all federal laws governing that information, including federal laws applicable to federal agency records. Contractor shall take reasonable safeguards, both physical and electronic, to safeguard the information and prevent unauthorized disclosures. Contractor, Contractor's employees, and Contractor's subcontractors (if any) shall follow all VA policies governing access to, release of, and management of the information maintained in the automated system. Contractor shall take steps to ensure that its employees and subcontractors (if any) are bound by this requirement and subject to adverse action, up to and including termination of the relationship with Contractor, for failure to follow these requirements and that its employees and subcontractors, if any, meet the same requirements as VA employees for access to information contained in the automated record system. Contractor will utilize computers that are consistent with VA requirements and upgrade its computers if instructed to do so by VA in order to ensure compatibility with the VA system.

(b) In performing this agreement, Contractor shall be considered a part of VA for purposes of 5 U.S.C. §552a, 38 U.S.C. §§5701 and 7332. Contractor's employees and agents may have access to patient medical records and general files to the extent necessary to perform this contract. Notwithstanding any other provision of this agreement, Contractor and/or its employees may not disclose information contained in general files and patient records and or other individually identified patient information, including information and records generated by the Contractor in performance of this agreement, except pursuant to explicit instructions from the VA. For the purposes of this paragraph, instruction to disclose may be provided by these officials only: Contracting Officer, Contracting Officer Representative, the Release of Information supervisor, or VA attorneys.

(c) Records created by Contractor in the course of performing this agreement are the property of the VA and shall not be accessed, released, transferred, or destroyed except in accordance with applicable federal law, regulations, and policy. Access to data will be limited to the minimum necessary for performance of the contract. Contractor will take steps to ensure that access is limited to those employees who need access to the data to perform the contract. Contractor will not copy information contained in the system, either by printing to paper or by copying to another digital format, without the express permission of one of the officials listed in paragraph (b), above, except as is necessary to make single copies in the ordinary course of providing patient care. Contractor will not commingle the data from the system with information from other sources. Contractor shall report any unauthorized disclosure of VA information to the officials listed in paragraph (b).

(d) If this agreement is terminated for any reason, Contractor will provide the VA with all individually-identified VA patient treatment records or other information in its possession, as well as any copies made pursuant to paragraph (c), above within seven (7) days of the termination of the agreement.

(e) Certain information available from the database and other records created by the Contractor under this Agreement are medical quality assurance records protected by 38 U.S.C. §5705; its implementing regulations at 38 U.S.C. §§17.500-511; VHA Directive 98-016, 4.b.(1)(d), 4.6(2)(c) and 4.6(4); and Sioux Falls VA Medical Center Circulars #00-70, Improving Organizational Performance, #00B-15 Information Security, and #00-23 IRM Automated Information System (AIS) Security Policy & Guidelines. These records may be disclosed only as authorized by 38 U.S.C. §5705 and the VA regulations. Disclosure of these records in violation of §5705 is a criminal offense under 38 U.S.C. §5705(e).

(f) Contractor shall follow all VA policies regarding the retention of records. In the alternative, Contractor may deliver the records to VA for retention.

(g) Any changes in the law or regulations, VA mandatory and directory policies or VA Directives or Handbooks governing the information covered by this agreement during the term of this agreement shall be deemed to be incorporated into this agreement. Contractor shall educate its employees and subcontractors, if any, of the requirements of this section and shall advise its employees and subcontractors, if any, of any changes as they occur. On Contractor's request, VA will provide trainers who can educate Contractor's employees and subcontractors, if any, of their obligations under this section.

(h) Contractor shall make its internal policies and practices regarding the safeguarding of medical and/or electronic information available to federal agencies with enforcement authority over the maintenance of those records upon request.

10. Information System Security Requirements for Remote Access to VA Resources

1. The contractor shall ensure adequate LAN/Internet data, information, and system security in accordance with VA standard operating procedures and standard contract language, conditions laws, and regulations.

2. The contractor's firewall and web server that will be utilized for this contract shall meet or exceed the government minimum requirements for security. All government data shall be protected behind an approved firewall.

3. Antiviral software will be installed and kept current.
4. Any security violations or attempted violations shall be reported to the VA project manager and VA Information Security Officer as soon as possible.
5. Equipment should be housed and protected in such a way that reduces the risks from environmental threats and hazards, and the opportunities for unauthorized access, use, or removal.
6. Only VA-approved remote access solutions, certified and accredited in accordance with VA Directive 6500 may be used. All remote connections to VA networks must be through Office of Cyber Security-authorized configurations and access points.
7. Computers used to access the VA network remotely are subject to the following:
 - a. The configurations, processes and procedures described in the VA Remote Access Guidelines, published and updated by the Office of Cyber Security (OCS), must be adhered to;
 - b. If the workstation is not behind the contractor's firewall, then a VA approved personal firewall, which is included with One-VA Virtual Private Network (VPN) Client software, must be installed on the workstation;
 - c. Remote access sessions through the Internet or other untrusted non-VA networks must be conducted using VA's remote access VPN service;
 - d. All remote access devices used to connect to VA networks will be configured to provide protection from malicious code and unauthorized access.
8. VA information may not reside on non-VA systems or devices unless specifically designated and approved as appropriate for the terms of the contract.
9. The contractor will provide assurance to VAMC Information Resources Management (IRM) Chief, Information Security Officer (ISO) and/or designee that they have adhered to the remote access requirements, that systems are properly configured and that appropriate security mechanisms and monitoring devices are up to date with best practices and technical standards.
10. Upon termination of the contract, computer equipment used in performance of contractual obligations will be sanitized according to VA standards and guidelines. When non-VA equipment is transferred or disposed, the equipment will be sanitized according to VA standards and guidelines.
11. The contractor shall follow all applicable VA policies and procedures governing information security, especially those that pertain to certification and accreditation.
12. Contractors are prohibited from establishing communication configurations that would permit access to be established from outside the VA onto VA private networks that bypass established authentication and authorization processes, such as enabling unsecured modems on computers connected to VA internal networks.

11. CONTRACTOR PERSONNEL SECURITY REQUIREMENTS:

All Contractor employees and/or agents who need access to the Department of Veterans Affairs computer systems in order to perform the Contract will be the subject of background investigations. Each Contractor employee and/or agent must receive a

favorable adjudication from the VA Law Enforcement Training Center/SIC prior to performing any part of the Contract. If the investigation is not completed prior to the start of the Contract, the Contractor will be responsible for the actions of those individuals they provide to perform work

1. Position Sensitivity - The position sensitivity has been designated as Low Risk.
2. Background Investigation - The level of background investigation commensurate with the required level of access is National Agency Check with Written Inquiries
3. Contractor Responsibilities
 - a. The contractor shall bear the expense of obtaining background investigations. If the Office of Personnel Management (OPM) conducts the investigation, the contractor shall reimburse VA within 30 days. If timely payment is not made within 30 days from date of bill for collection, then VA shall deduct the cost incurred from the contractors 1st month's invoice(s) for services rendered.
 - b. It is imperative for the contractor to provide, at the request of VA, a listing of contractor personnel performing services under the contract in order for the background investigation process to commence. This list will include name (first, middle, last) social security number; date of birth; city, state, and country of birth.
 - c. The contractor or their employees shall submit a complete background investigation packet. Additional guidance and information in completing the required forms, and examples of the forms, can be found at http://www1.va.gov/VABackground_Investigations/page.cfm?pg=2.

The following required forms must be submitted to the VA Office of Security and Law Enforcement before contract performance begins:

- (i) Standard Form 85, Questionnaire for Non-Sensitive Positions
- (ii) Optional Form 306, Declaration for Federal Employment
- (iii) Standard Form 86A (EG), Continuation Sheet for Questionnaire
- (iv) Electronic Fingerprint Form

Fingerprinting is required with the background investigation. Fingerprinting can be done at the local VA Facility. The Electronic Fingerprint Verification Form must be submitted with the above required forms.

- d. The Contractor shall inform the contract employee that when filling out Standard Form 85, that there should be no gaps in employment history. Any gaps in employment history on Standard Form 85 may result in OPM rejecting the documentation for investigation and delay contract performance.
- e. The contractor, when notified of an unfavorable determination by the Government, shall withdraw the employee from consideration from working under the contract, and at the request of the VA, submit another employee for consideration.
- f. The contractor may utilize a private investigating agency if such agency possesses an OPM and Defense Security Service certification. A Cage Code number must be provided to the VA Office of Security and Law Enforcement. VA Office of Security and Law Enforcement will verify the information and advise the contracting officer whether contractor's access to the computer systems can be authorized.

- g. All contractor employees and subcontractors are required to complete VA's Privacy training annually. All Contractor employees and subcontractors requiring access to VA computer network are required to complete Cyber Security training courses annually either on-line or hard copy. Documented proof must be provided to the Contracting Officer.
 - h. The contractor will notify the COR immediately when their employee(s) no longer require access to VA computer systems.
- 4. Government Responsibilities
 - a. The contracting officer will request the contractor employee's background investigation by the Office of Security and Law Enforcement.
 - b. The Office of Security and Law Enforcement will notify the contractor with instructions for the contractor's employees, coordinate the background investigations, and notify the contracting officer and contractor of the results of the investigations.
 - c. The VA facility will pay for requested investigations in advance. A bill for collection will be sent to the contractor to reimburse the VA facility. The contractor will reimburse the VA facility within 30 days. If timely payment is not made within 30 days from date of bill for collection, then VA shall deduct the cost incurred from the contractors 1st month's invoice(s) for services rendered.
- 5. The current fees associated with background investigations are \$210.00 each for low level investigation, \$850.00 each for medium level investigation, and \$2,900.00 each for high level investigation.

SECURITY TRAINING:

- a. All contractor employees and subcontractor employees requiring access to VA information and VA information systems shall complete the following before being granted access to VA information and its systems:
 - (1) Sign and acknowledge (either manually or electronically) understanding of and responsibilities for compliance with the Contractor Rules of Behavior, Appendix E relating to access to VA information and information systems;
 - (2) Successfully complete the VA Cyber Security Awareness and Rules of Behavior training and annually complete required security training;
 - (3) Successfully complete the appropriate VA privacy training and annually complete required privacy training;
 - (4) VA personnel with equivalent information system access [to be defined by the VA program official and provided to the contracting officer for inclusion in the solicitation document – e.g., any role-based information security training required in accordance with NIST Special Publication 800-16, Information Technology Security Training Requirements.]
- b. The contractor shall provide to the contracting officer and/or the COR a copy of the training certificates and certification of signing the Contractor Rules of Behavior for each applicable employee within 1 week of the initiation of the contract and annually thereafter, as required.
- c. Failure to complete the mandatory annual training and sign the Rules of Behavior annually, within the timeframe required, is grounds for suspension or termination of all physical or electronic access privileges and removal from work on the contract until such time as the training and documents are complete.

In addition, if providing medical services, Contractor employees and/or agents will attend Computerized Patient Record System (CPRS) training prior to providing any patient care services, including on-call/emergency coverage at VA. Contractor employees and/or agents must document patient care in CPRS to comply with VA and JCAHO standards.

As VA routinely reviews and updates policies and procedures covering contractor computer access, security requirements may change during the term of this contract and new policies and procedures may be implemented unilaterally during the term of this agreement.

SUBCONTRACTORS: To the extent that the Contract is performed by subcontractors whose employees need access to the VA computer system to perform their responsibilities, these requirements apply to employees and/or agents of the sub-contractors. The Contractor will impose these same terms on its agreement with the subcontractors.

12. **INFECTION CONTROL COMPLIANCE:** Contractor shall provide written certification of training compliance with the Blood borne Pathogens Standards, 29 CFR Part 1910.1030 (copy available on request) to the Administrative Contracting Officer prior to Contractor compensating work shall receive certification. Contractor/contractor staff shall adhere to VAMC Infection Control policies and procedures.

a. Mantoux Testing- Contractor shall provide evidence to the Administrative Contracting Officer:

1. Negative PPD test within fourteen (14) calendar days prior to beginning service. If an earlier PPD test was given over twelve (12) months previously, the current test shall be a 2-step Mantoux test.
2. Medical evidence that personnel are disease free for those having a positive PPD.
3. A regular annual re-testing program for TB shall be established and maintained by the Contractor. Contractor shall provide evidence of re- tests to the Administrative Contracting Officer within ten (10) calendar days of the re-test.

b. Hepatitis B Vaccination

1. The Contractor shall consider the need for Hepatitis B vaccine and vaccination series within ten (10) days of contract employment and follow-up if there has been an exposure incident. VA shall not provide the vaccine or vaccination series.
2. VA Form 10-5549c, Information About Hepatitis B Vaccine (Recombinant), Consent Form or VA Form 10-549d, Hepatitis B Vaccine Declination (Mandatory) shall be submitted to the Administrative Contracting Officer within thirty (30) days of waiver or completion of the first in the series of the Hepatitis B Vaccine and at completion of the vaccination series.

c. Drug Testing: All Contractor personnel shall be subject to VA's Drug-Free Workplace Policy. Personnel may receive a drug test and are subject to random drug testing thereafter. This includes any situation of "reasonable suspicion" and "accident or unsafe practice testing". Refusal to be tested or interfering with the process shall result in immediate termination of the contract. In addition, Contractor shall be subject to background check with local and county law officials to determine "suitability" for this sensitive position.

13. **BASIC LIFE SUPPORT (BLS) AND ADVANCED CARDIAC LIFE SUPPORT (ACLS) TRAINING:**

For all providers that will be utilizing moderate sedation, evidence of current ACLS (or equivalent) training is required. For providers that will not be utilizing moderate sedation, evidence of current BLS training (or equivalent to include CPR/AED training or VA Heart Saver Class) will be required. Note: Training classes are offered at the VA at no cost to the contractor. Contact Employee Education, in collaboration with the COR, at the Sioux Falls VA for registration instructions. A certificate of training must be provided to the clinical service's Administrative Officer with a copy forwarded to the COR.

14. **REQUIRED REGISTRATION WITH CONTRACTOR PERFORMANCE SYSTEM (CPS):**

(a) As prescribed in Federal Acquisition Regulation (FAR) Part 42.15, the Department of Veterans Affairs (VA) evaluates contractor past performance on all contracts that exceed \$100,000, and shares those evaluations with other Federal Government contract specialists and procurement officials. The FAR requires that the contractor be provided an opportunity to comment on past performance evaluations prior to each report closing. To fulfill this requirement VA uses an online database, the Contractor Performance System (CPS), which is maintained by the National Institutes of Health (NIH). The CPS database information is shared with the Past Performance Information Retrieval System (PPIRS) database, which is available to all Federal agencies.

(b) Each contractor whose contract award is estimated to exceed \$100,000 is required to register with the NIH CPS database at the following web address: <https://cpscontractor.nih.gov>. Help in registering can be obtained by contacting CPS Support E-mail (cps-support-l@list.nih.gov) or by calling (301) 451-2771. Registration should occur no later than thirty days after contract award, and must be kept current should there be any change to the contractor's registered representative.

(c) For contracts with a period of one year or less, the contracting officer will perform a single evaluation when the contract is complete. For contracts exceeding one year, the contracting officer will evaluate the contractor's performance annually. Interim reports will be filed each year until the last year of the contract, when the final report will be completed. The report shall be assigned in CPS to the contractor's designated representative for comment. The contractor representative will have thirty days to submit any comments and re-assign the report to the VA contracting officer.

(d) Failure to have a current registration with the NIH CPS database, or to re-assign the report to the VA contracting officer within those thirty days, will result in the Government's evaluation being placed on file in the database with a statement that the contractor failed to respond.

15. Malpractice insurance policy requirement (See VAAR Clause 852.237-7 INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE).

The contractor will provide professional liability insurance that must include coverage for peer review should the contractor employee participate in peer review activities, defined as "services provided by an insured in reviewing professional standards, evaluation and/or improving the quality of care, and reviewing the qualification, credentials and/or competence of any health care provider..."

16. Contractor Internal Compliance Plan:

In Accordance with the American Health Information Management Association, (AHIMA), Centers for Medicare and Medicaid Services (CMS), VHA Directive 2003-028 "Compliance and Business Integrity Program", its updates or replacement directives, HHS OIG Compliance Program Guidance for Hospitals, as published 63 FR 8987 (February 23, 1998) and HHS OIG Supplemental Compliance Program Guidance for Hospitals as published at 70 FR 4858 (January 31, 2005) the contractor is to provide in writing their internal Compliance Program, Training and Monitoring Plans which is to include documentation of training and monitoring procedures.

17. Annual VHA Training:

In accordance with VHA Directive 2003-028 "Compliance and Business Integrity Program", its updates or replacement directives, IG Guidance at 8994, Section II(C); Guidance at 4875, Section III (B)(4) Sentencing Guidelines, Section 8B2.1 (b) (4) (B) annual compliance training is to be provided to all contractors within the scope of their work.. The medical center COR's are to coordinate the annual training with their respective Compliance and Business Integrity Officers. A copy of the documentation of the completed annual training is to be provided to the Compliance and Business Integrity Officers for their files.

18. Contractor Certification

The Contractor certifies that the Contractor shall comply with any and all legal provisions contained in the Immigration and Nationality Act of 1952, As Amended; its related laws and regulations that are enforced by Homeland Security, Immigration and Customs Enforcement and the U.S Department of Labor as these may relate to non-immigrant foreign nationals working under contract or subcontract for the Contractor while providing services to Department of Veterans Affairs patient referrals; While performing services for the Department of Veterans Affairs, the Contractor shall not knowingly employ, contract or subcontract with an illegal alien; foreign national non-immigrant who is in violation their status, as a result of their failure to maintain or comply with the terms and conditions of their admission into the United States.

If the Contractor fails to comply with any requirements outlined in the preceding paragraphs or its Agency regulations, the Department of Veterans Affairs may, at its discretion, require that the foreign national who failed to maintain their legal status in the United States or otherwise failed to comply with the requirements of the laws administered by Homeland Security, Immigration and Customs Enforcement and the U.S Department of Labor, shall be prohibited from working at the Contractor's place of business that services Department of Veterans Affairs patient referrals; or other place where the Contractor provides services to veterans who have been referred by the Department of Veterans Affairs; and shall form the basis for termination of this contract for breach.

The Contractor agrees to obtain a similar certification from its subcontractors.

Signature: _____

Date: _____

Typed Name and Title: _____

Company Name: _____

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under 18 U.S.C. 1001.

END OF SPECIAL CONTRACT REQUIREMENTS

VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY REQUIREMENTS

1. GENERAL

Contractors, contractor personnel, subcontractors, and subcontractor personnel shall be subject to the same Federal laws, regulations, standards, and VA Directives and Handbooks as VA and VA personnel regarding information and information system security.

2. ACCESS TO VA INFORMATION AND VA INFORMATION SYSTEMS

- a. A contractor/subcontractor shall request logical (technical) or physical access to VA information and VA information systems for their employees, subcontractors, and affiliates only to the extent necessary to perform the services specified in the contract, agreement, or task order.
- b. All contractors, subcontractors, and third-party servicers and associates working with VA information are subject to the same investigative requirements as those of VA appointees or employees who have access to the same types of information. The level and process of background security investigations for contractors must be in accordance with VA Directive and Handbook 0710, *Personnel Suitability and Security Program*. The Office for Operations, Security, and Preparedness is responsible for these policies and procedures.
- c. Contract personnel who require access to national security programs must have a valid security clearance. National Industrial Security Program (NISP) was established by Executive Order 12829 to ensure that cleared U.S. defense industry contract personnel safeguard the classified information in their possession while performing work on contracts, programs, bids, or research and development efforts. The Department of Veterans Affairs does not have a Memorandum of Agreement with Defense Security Service (DSS). Verification of a Security Clearance must be processed through the Special Security Officer located in the Planning and National Security Service within the Office of Operations, Security, and Preparedness.
- d. Custom software development and outsourced operations must be located in the U.S. to the maximum extent practical. If such services are proposed to be performed abroad and are not disallowed by other VA policy or mandates, the contractor/subcontractor must state where all non-U.S. services are provided and detail a security plan, deemed to be acceptable by VA, specifically to address mitigation of the resulting problems of communication, control, data protection, and so forth. Location within the U.S. may be an evaluation factor.
- e. The contractor or subcontractor must notify the Contracting Officer immediately when an employee working on a VA system or with access to VA information is reassigned or leaves the contractor or subcontractor's employ. The Contracting Officer must also be notified immediately by the contractor or subcontractor prior to an unfriendly termination.

3. VA INFORMATION CUSTODIAL LANGUAGE

- a. Information made available to the contractor or subcontractor by VA for the performance or administration of this contract or information developed by the contractor/subcontractor in performance or administration of the contract shall be used only for those purposes and shall not be used in any other way without the prior written agreement of the VA. This clause expressly limits the contractor/subcontractor's rights to use data as described in Rights in Data - General, FAR 52.227-14(d) (1).
- b. VA information should not be co-mingled, if possible, with any other data on the contractors/subcontractor's information systems or media storage systems in order to ensure VA requirements related to data protection and media sanitization can be met. If co-mingling must be allowed to meet the requirements of the business need, the contractor must ensure that VA's information is returned to the VA or destroyed in accordance with VA's sanitization requirements. VA reserves the right to conduct on site inspections of contractor and subcontractor IT resources to ensure data security controls, separation of data and job duties, and destruction/media sanitization procedures are in compliance with VA directive requirements.
- c. Prior to termination or completion of this contract, contractor/subcontractor must not destroy information received from VA, or gathered/created by the contractor in the course of performing this contract without prior written approval by the VA. Any data destruction done on behalf of VA by a contractor/subcontractor must be done in accordance with National Archives and Records Administration (NARA) requirements as outlined in VA Directive 6300, *Records and Information Management* and its Handbook 6300.1 *Records Management Procedures*, applicable VA Records Control Schedules, and VA Handbook 6500.1, *Electronic Media Sanitization*. Self-certification by the contractor that the data destruction requirements above have been met must be sent to the VA Contracting Officer within 30 days of termination of the contract.
- d. The contractor/subcontractor must receive, gather, store, back up, maintain, use, disclose and dispose of VA information only in compliance with the terms of the contract and applicable Federal and VA information confidentiality and security laws, regulations and policies. If Federal or VA information confidentiality and security laws, regulations and policies become applicable to the VA information or information systems after execution of the contract, or if NIST issues or updates applicable FIPS or Special Publications (SP) after execution of this contract, the parties agree to negotiate in good faith to implement the information confidentiality and security laws, regulations and policies in this contract.
- e. The contractor/subcontractor shall not make copies of VA information except as authorized and necessary to perform the terms of the agreement or to preserve electronic information stored on contractor/subcontractor electronic storage media for restoration in case any electronic equipment or data used by the contractor/subcontractor needs to be restored to an operating state. If copies are made for restoration purposes, after the restoration is complete, the copies must be appropriately destroyed.
- f. If VA determines that the contractor has violated any of the information confidentiality, privacy, and security provisions of the contract, it shall be sufficient grounds for VA to withhold payment to the contractor or third party or terminate the contract for default or terminate for cause under Federal Acquisition Regulation (FAR) part 12.
- g. If a VHA contract is terminated for cause, the associated BAA must also be terminated and appropriate actions taken in accordance with VHA Handbook 1600.01, *Business Associate Agreements*. Absent an agreement to use or disclose protected health information, there is no business associate relationship.
- h. The contractor/subcontractor must store, transport, or transmit VA sensitive information in an encrypted form, using VA-approved encryption tools that are, at a minimum, FIPS 140-2 validated.
- i. The contractor/subcontractor's firewall and Web services security controls, if applicable, shall meet or exceed VA's minimum requirements. VA Configuration Guidelines are available upon request.
- j. Except for uses and disclosures of VA information authorized by this contract for performance of the contract, the contractor/subcontractor may use and disclose VA information only in two other situations: (i) in response to a qualifying order of a court of competent jurisdiction, or (ii) with VA's prior written approval. The contractor/subcontractor must refer all requests for, demands for production of, or inquiries about, VA information and information systems to the VA contracting officer for response.
- k. Notwithstanding the provision above, the contractor/subcontractor shall not release VA records protected by Title 38 U.S.C. 5705, confidentiality of medical quality assurance records and/or Title 38 U.S.C. 7332, confidentiality of certain health records pertaining to drug addiction, sickle cell anemia, alcoholism or alcohol abuse, or infection with human immunodeficiency virus. If the contractor/subcontractor is in receipt of a court order or other requests for the above mentioned information, that contractor/subcontractor shall immediately refer such court orders or other requests to the VA contracting officer for response.

I. For service that involves the storage, generating, transmitting, or exchanging of VA sensitive information but does not require C&A or an MOU-ISA for system interconnection, the contractor/subcontractor must complete a Contractor Security Control Assessment (CSCA) on a yearly basis and provide it to the COR.

4. INFORMATION SYSTEM HOSTING, OPERATION, MAINTENANCE, OR USE

a. VA prohibits the installation and use of personally-owned or contractor/subcontractor owned equipment or software on VA's network. If non-VA owned equipment must be used to fulfill the requirements of a contract, it must be stated in the service agreement, SOW or contract. All of the security controls required for government furnished equipment (GFE) must be utilized in approved other equipment (OE) and must be funded by the owner of the equipment. All remote systems must be equipped with, and use, a VA-approved antivirus (AV) software and a personal (host-based or enclave based) firewall that is configured with a VA approved configuration. Software must be kept current, including all critical updates and patches. Owners of approved OE are responsible for providing and maintaining the anti-viral software and the firewall on the non-VA owned OE.

b. All electronic storage media used on non-VA leased or non-VA owned IT equipment that is used to store, process, or access VA information must be handled in adherence with VA Handbook 6500.1, *Electronic Media Sanitization* upon: (i) completion or termination of the contract or (ii) disposal or return of the IT equipment by the contractor/subcontractor or any person acting on behalf of the contractor/subcontractor, whichever is earlier. Media (hard drives, optical disks, CDs, back-up tapes, etc.) used by the contractors/subcontractors that contain VA information must be returned to the VA for sanitization or destruction or the contractor/subcontractor must self-certify that the media has been disposed of per 6500.1 requirements. This must be completed within 30 days of termination of the contract.

5. SECURITY INCIDENT INVESTIGATION

a. The term "security incident" means an event that has, or could have, resulted in unauthorized access to, loss or damage to VA assets, or sensitive information, or an action that breaches VA security procedures. The contractor/subcontractor shall immediately notify the COR and simultaneously, the designated ISO and Privacy Officer for the contract of any known or suspected security/privacy incidents, or any unauthorized disclosure of sensitive information, including that contained in system(s) to which the contractor/subcontractor has access.

b. To the extent known by the contractor/subcontractor, the contractor/subcontractor's notice to VA shall identify the information involved, the circumstances surrounding the incident (including to whom, how, when, and where the VA information or assets were placed at risk or compromised), and any other information that the contractor/subcontractor considers relevant.

c. With respect to unsecured protected health information, the business associate is deemed to have discovered a data breach when the business associate knew or should have known of a breach of such information. Upon discovery, the business associate must notify the covered entity of the breach. Notifications need to be made in accordance with the executed business associate agreement.

d. In instances of theft or break-in or other criminal activity, the contractor/subcontractor must concurrently report the incident to the appropriate law enforcement entity (or entities) of jurisdiction, including the VA OIG and Security and Law Enforcement. The contractor, its employees, and its subcontractors and their employees shall cooperate with VA and any law enforcement authority responsible for the investigation and prosecution of any possible criminal law violation(s) associated with any incident. The contractor/subcontractor shall cooperate with VA in any civil litigation to recover VA information, obtain monetary or other compensation from a third party for damages arising from any incident, or obtain injunctive relief against any third party arising from, or related to, the incident.

6. LIQUIDATED DAMAGES FOR DATA BREACH

a. Consistent with the requirements of 38 U.S.C. §5725, a contract may require access to sensitive personal information. If so, the contractor is liable to VA for liquidated damages in the event of a data breach or privacy incident involving any SPI the contractor/subcontractor processes or maintains under this contract.

b. The contractor/subcontractor shall provide notice to VA of a "security incident" as set forth in the Security Incident Investigation section above. Upon such notification, VA must secure from a non-Department entity or the VA Office of Inspector General an

independent risk analysis of the data breach to determine the level of risk associated with the data breach for the potential misuse of any sensitive personal information involved in the data breach. The term 'data breach' means the loss, theft, or other unauthorized access, or any access other than that incidental to the scope of employment, to data containing sensitive personal information, in electronic or printed form, that results in the potential compromise of the confidentiality or integrity of the data. Contractor shall fully cooperate with the entity performing the risk analysis. Failure to cooperate may be deemed a material breach and grounds for contract termination.

c. Each risk analysis shall address all relevant information concerning the data breach, including the following:

- (1) Nature of the event (loss, theft, unauthorized access);
- (2) Description of the event, including:
 - (a) date of occurrence;
 - (b) data elements involved, including any PII, such as full name, social security number, date of birth, home address, account number, disability code;
- (3) Number of individuals affected or potentially affected;
- (4) Names of individuals or groups affected or potentially affected;
- (5) Ease of logical data access to the lost, stolen or improperly accessed data in light of the degree of protection for the data, e.g., unencrypted, plain text;
- (6) Amount of time the data has been out of VA control;
- (7) The likelihood that the sensitive personal information will or has been compromised (made accessible to and usable by unauthorized persons);
- (8) Known misuses of data containing sensitive personal information, if any;
- (9) Assessment of the potential harm to the affected individuals;
- (10) Data breach analysis as outlined in 6500.2 Handbook, *Management of Security and Privacy Incidents*, as appropriate; and
- (11) Whether credit protection services may assist record subjects in avoiding or mitigating the results of identity theft based on the sensitive personal information that may have been compromised.

d. Based on the determinations of the independent risk analysis, the contractor shall be responsible for paying to the VA liquidated damages in the amount of \$37.50 customary charges for these services per affected individual to cover the cost of providing credit protection services to affected individuals consisting of the following:

- (1) Notification;
- (2) One year of credit monitoring services consisting of automatic daily monitoring of at least 3 relevant credit bureau reports;
- (3) Data breach analysis;
- (4) Fraud resolution services, including writing dispute letters, initiating fraud alerts and credit freezes, to assist affected individuals to bring matters to resolution;
- (5) One year of identity theft insurance with \$20,000.00 coverage at \$0 deductible; and
- (6) Necessary legal expenses the subjects may incur to repair falsified or damaged credit records, histories, or financial affairs.

7. SECURITY CONTROLS COMPLIANCE TESTING

On a periodic basis, VA, including the Office of Inspector General, reserves the right to evaluate any or all of the security controls and privacy practices implemented by the contractor under the clauses contained within the contract. With 10 working-day's notice, at the request of the government, the contractor must fully cooperate and assist in a government-sponsored security controls assessment at each location wherein VA information is processed or stored, or information systems are developed, operated, maintained, or used on behalf of VA, including those initiated by the Office of Inspector General. The government may conduct a security control assessment on shorter notice (to include unannounced assessments) as determined by VA in the event of a security incident or at any other time.

END SPECIAL CONTRACT REQUIREMENTS

SECTION C - CONTRACT CLAUSES

C.1 52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (JUL 2013)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights-

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer--Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.*—

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments
- (9) The specification.

(t) *System for Award Management (SAM).*

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) *Unauthorized Obligations.*

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(End of Clause)

ADDENDUM to FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS

Clauses that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following clauses are incorporated into 52.212-4 as an addendum to this contract:

C.2 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through the end of the effective period.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

C.3 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$100.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor--

(1) Any order for a single item in excess of \$300,000.00;

(2) Any order for a combination of items in excess of \$600,000.00; or

(3) A series of orders from the same ordering office within 10 calendar days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 calendar days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

C.4 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after the ultimate completion date of this contract.

(End of Clause)

C.5 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of Clause)

C.6 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 12 months.

(End of Clause)

C.7 52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEVIATION) (AUG 2012)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

(a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

(b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

(c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(End of Clause)

C.8 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)

The bidder or offeror agrees that if a contract is awarded to him/her, as a result of this solicitation, he/she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state or imply that the Department of Veterans Affairs endorses a product, project or commercial line of endeavor.

(End of Clause)

C.9 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)

(a) *Definitions.* As used in this clause—

(1) *Contract financing payment* has the meaning given in FAR 32.001.

(2) *Designated agency office* has the meaning given in 5 CFR 1315.2(m).

(3) *Electronic form* means an automated system transmitting information electronically according to the Accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests.

(4) *Invoice payment* has the meaning given in FAR 32.001.

(5) *Payment request* means any request for contract financing payment or invoice payment submitted by the contractor under this contract.

(b) *Electronic payment requests.* Except as provided in paragraph (e) of this clause, the contractor shall submit payment requests in electronic form. Purchases paid with a Government-wide commercial purchase card are considered to be an electronic transaction for purposes of this rule, and therefore no additional electronic invoice submission is required.

(c) *Data transmission.* A contractor must ensure that the data transmission method and format are through one of the following:

(1) VA's Electronic Invoice Presentment and Payment System. (See Web site at <http://www.fsc.va.gov/einvoice.asp>.)

(2) Any system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) and chartered by the American National Standards Institute (ANSI). The X12 EDI Web site (<http://www.x12.org>) includes additional information on EDI 810 and 811 formats.

(d) *Invoice requirements.* Invoices shall comply with FAR 32.905.

(e) *Exceptions.* If, based on one of the circumstances below, the contracting officer directs that payment requests be made by mail, the contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. Submission of payment requests by mail may be required for:

(1) Awards made to foreign vendors for work performed outside the United States;

(2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;

(3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;

(4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or

(5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above.

(End of Clause)

C.10 VAAR 852.237-7 INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE (JAN 2008)

(a) It is expressly agreed and understood that this is a non- personal services contract, as defined in Federal Acquisition Regulation (FAR) 37.101, under which the professional services rendered by the Contractor or its health-care providers are rendered in its capacity as an independent contractor. The Government may evaluate the quality of professional and administrative services provided but retains no control over professional aspects of the services rendered, including by example, the Contractor's or its health-care providers' professional medical judgment, diagnosis, or specific medical treatments. The Contractor and its health-care providers shall be liable for their liability-producing acts or omissions. The Contractor shall maintain or require all health-care providers performing under this contract to maintain, during the term of this contract, professional liability insurance issued by a responsible insurance carrier of not less than the following amount(s) per specialty per occurrence: *. However, if the Contractor is an entity or a subdivision of a State that either provides for self-insurance or limits the liability or the amount of insurance purchased by State

entities, then the insurance requirement of this contract shall be fulfilled by incorporating the provisions of the applicable State law.

* Amounts are listed below:

(b) An apparently successful offeror, upon request of the Contracting Officer, shall, prior to contract award, furnish evidence of the insurability of the offeror and/or of all health-care providers who will perform under this contract. The submission shall provide evidence of insurability concerning the medical liability insurance required by paragraph (a) of this clause or the provisions of State law as to self-insurance, or limitations on liability or insurance.

(c) The Contractor shall, prior to commencement of services under the contract, provide to the Contracting Officer Certificates of Insurance or insurance policies evidencing the required insurance coverage and an endorsement stating that any cancellation or material change adversely affecting the Government's interest shall not be effective until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer. Certificates or policies shall be provided for the Contractor and/or each health-care provider who will perform under this contract.

(d) The Contractor shall notify the Contracting Officer if it, or any of the health-care providers performing under this contract, change insurance providers during the performance period of this contract. The notification shall provide evidence that the Contractor and/or health-care providers will meet all the requirements of this clause, including those concerning liability insurance and endorsements. These requirements may be met either under the new policy, or a combination of old and new policies, if applicable.

(e) The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts for health-care services under this contract. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraph (a) of this clause.

* Amounts from paragraph (a) above:

\$1,000,000.00

(End of Clause)

C.11 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)

The contractor shall obtain all necessary licenses and/or permits required to perform this work. He/she shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract. He/she shall be responsible for any injury to himself/herself, his/her employees, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by his/her employees fault or negligence, and shall maintain personal liability and property damage insurance having coverage for a limit as required by the laws of the State of South Dakota. Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, shall not be the responsibility of the contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there from.

(End of Clause)

C.12 VAAR 852.271-70 NONDISCRIMINATION IN SERVICES PROVIDED TO BENEFICIARIES (JAN 2008)

The contractor agrees to provide all services specified in this contract for any person determined eligible by the Department of Veterans Affairs, regardless of the race, color, religion, sex, or national origin of the person for whom such services are ordered. The contractor further warrants that he/she will not resort to subcontracting as a means of circumventing this provision.

(End of Provision)

FAR
Number

Title

Date

52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS JUN 2013
(End of Addendum to 52.212-4)

C.13 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (SEP 2013)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104 (g)).

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (JUL 2010) (Pub. L. 111-5).

☒ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note).

☐ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

☐ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

☐ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole Source Award (NOV 2011) (15 U.S.C. 657a).

☐ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (11) [Reserved]

☐ (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

☐ (ii) Alternate I (NOV 2011).

☐ (iii) Alternate II (NOV 2011).

☐ (13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-7.

☐ (iii) Alternate II (Mar 2004) of 52.219-7.

☒ (14) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)).

☐ (15)(i) 52.219-9, Small Business Subcontracting Plan (Jul 2013) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (Oct 2001) of 52.219-9.

☐ (iii) Alternate II (Oct 2001) of 52.219-9.

☐ (iv) Alternate III (JUL 2010) of 52.219-9.

- ☐ (16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- ☐ (17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- ☐ (18) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer.)
- ☐ (ii) Alternate I (June 2003) of 52.219-23.
- ☐ (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Jul 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (21) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- ☒ (23) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- ☐ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- ☐ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
- ☒ (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☐ (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (MAR 2012) (E.O. 13126).
- ☒ (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ☒ (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- ☒ (30) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).
- ☒ (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- ☒ (32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- ☒ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- ☒ (34) 52.222-54, Employment Eligibility Verification (JUL 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ☐ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).
- ☐ (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- ☐ (ii) Alternate I (DEC 2007) of 52.223-16.
- ☒ (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
- ☐ (39) 52.225-1, Buy American Act—Supplies (FEB 2009) (41 U.S.C. 10a-10d).
- ☐ (40)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (NOV 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ☐ (ii) Alternate I (MAR 2012) of 52.225-3.
- ☐ (iii) Alternate II (MAR 2012) of 52.225-3.
- ☐ (iv) Alternate III (NOV 2012) of 52.225-3.
- ☐ (41) 52.225-5, Trade Agreements (Sep 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

[X] (42) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

[] (43) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

[] (44) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

[] (45) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

[] (46) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[] (47) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[] (48) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

[X] (49) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

[] (50) 52.232-36, Payment by Third Party (Jul 2013) (31 U.S.C. 3332).

[] (51) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

[] (52)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

[] (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[] (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

[] (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[] (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[] (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[] (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

[] (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

[] (7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).

[] (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247)

[X] (9) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the

settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements "(Nov 2007)" (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009)(41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JUL 2012).

(xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)